

## Healthy Pet Clubs - Terms and Conditions of Membership

This document sets out the terms and conditions of membership of Avonvale Veterinary Centre Healthy Pet Clubs. Avonvale Veterinary Centres is a business unit of Linnaeus Veterinary Limited. By completing and submitting your Healthy Pet Clubs membership application form ("**Membership Application Form**") you confirm that: (i) you are the legal owner of the pet(s) listed on your Membership Application Form ("**Your Pet**"); (ii) you wish to enter into a contract for membership of Healthy Pet Clubs with Linnaeus Veterinary Limited ("**us**", "**our**", "**we**"); and (iii) you agree to these terms and conditions.

Please read the terms and conditions carefully. If you have questions concerning them please raise these with us before submitting your completed Membership Application Form. If you would like a copy of these terms and conditions in larger print, please ask at our reception or visit our website.

### 1. Agreement

- 1.1 These terms and conditions, the Membership Application Form, and the Member Benefits Leaflet (together the "**Terms**") will form the basis of our contract with you.
- 1.2 In the event of a conflict within the Terms, these terms and conditions will prevail.
- 1.3 The Terms may be varied on one month's written notice given to you by us. Such notice may be given by email, letter or by way of an update posted on our website. If you do not wish your membership to Healthy Pet Clubs to continue having regard to any variation notified to you, you may end it as detailed in clause 5. If you do not do this by the time the notice expires, you will be deemed to have accepted the variation.

### 2. Treatment

- 2.1 When you become a member of Healthy Pet Clubs, Your Pet is entitled to receive the routine treatment and other benefits set out in the Member Benefits Leaflet.
- 2.2 Healthy Pet Clubs is a preventative healthcare programme for the lifetime of Your Pet (provided that you continue to pay Healthy Pet Clubs fees).
- 2.3 HEALTHY PET CLUBS IS NOT AN INSURANCE POLICY. IT DOES NOT COVER ALL TREATMENT THAT YOUR PET MIGHT REQUIRE.

- 2.4 As a member of Healthy Pet Clubs you are entitled to receive routine preventive healthcare as specified in the Member Benefits Leaflet. Full details of the cost of membership and the services and other benefits you receive by joining Healthy Pet Clubs are available in the Membership Benefits Leaflet and on our website at <https://www.avonvets.co.uk/services/healthy-pet-clubs>
- 2.5 It is your responsibility to utilise the benefits applicable to your Healthy Pet Clubs membership. You shall not be entitled to any refund in respect of benefits on the Member Benefits Leaflet that you do not use.
- 2.6 Should Your Pet have routine care or treatment provided by another practitioner independently of us, Your Pet will not be covered by these Terms or Healthy Pet Clubs. We will not be liable for any routine care or treatment provided to Your Pet by another practitioner independently of us.
- 2.7 Your Pet can still receive treatment by us outside the scope of Healthy Pet Clubs. Any additional healthcare, services or treatments which are not included as part of Healthy Pet Clubs will incur an additional charge which is payable separately by you to us and subject to our standard terms and conditions.
- 2.8 Any products prescribed by our vets and nurses must be used in accordance with their instructions and must not be used on any pet other than Your Pet. If Your Pet is sensitive or allergic to the products prescribed by us, substitute products may be available, which may result in an additional charge. Please discuss Your Pet's clinical requirements with us.

### 3. Your responsibilities

- 3.1 You are responsible for following our vets' and nurses' guidance, and for ensuring Your Pet attends the practice regularly for their preventative healthcare checks, and for the timely collection and administration of any prescribed treatment.
- 3.2 It is your responsibility to let us know that you are a member of Healthy Pet Clubs when you arrange treatment or purchase goods.

### 4. Membership, Fees and Fee increases

#### Payments

- 4.1 To be a member of Healthy Pet Clubs you must pay the monthly Healthy Pet Clubs fee for each of Your Pets.
- 4.2 Your Healthy Pet Clubs membership fees can either be paid:
  - 4.2.1 by direct debit on a monthly basis; or
  - 4.2.2 annually in advance, in full, at Avonvale Veterinary Centres.

4.3 If you pay your Healthy Pet Clubs membership fees annually, we will contact you and invite you to renew for a further year towards the end of your existing year or you may approach the practice directly to renew. On renewal you can pay in accordance with clause 4.2 and either set up a monthly direct debit or pay annually in advance at the then current Healthy Pet Clubs rates. If you do not pay in advance of the expiry of your existing year, your Healthy Pet Clubs membership will automatically terminate at the end of your existing year.

#### **Direct Debit**

4.4 Unless you make an annual payment in accordance with clause 4.2.2, your monthly membership fees will be collected by Direct Debit on our behalf by The Animal Healthcare Company. Therefore, your bank statements will show a payment to Animal Healthcare on behalf of us.

4.5 For the avoidance of doubt, your contract is with us. The Animal Healthcare Company from Simply Health merely provides support to the practice, which includes transferring your payments and providing customer support in relation to Direct Debit payments.

4.6 If you have any queries in relation to the administration of your Direct Debit then please contact The Animal Healthcare Company on 0800 587 0068 or email [admin@animal-healthcare.co.uk](mailto:admin@animal-healthcare.co.uk).

#### **Alteration of monthly fees and categories**

4.7 The Healthy Pet Clubs monthly fee will be reviewed and may be subject to increase at regular review intervals. If you pay annually you will be notified of the following year's price when you come to renew your membership at the end of your existing year.

4.8 Your Healthy Pet Clubs monthly fee or the price you are quoted for an annual renewal may also change upon Your Pet reaching different age and weight thresholds, as set out in the Member Benefits Leaflet.

4.9 If you pay your Healthy Pet Clubs fees monthly and we change your Pet's monthly fees, you will be given at least 30 days' written notice. If you do not agree to the change, you can terminate your contract for the Healthy Pet Clubs membership in accordance with clause 5. Where you choose to pay annually and we notify you of a change to the annual charge for the upcoming year, you are free to not renew.

4.10 Should there be a decrease in your Healthy Pet Clubs monthly fee or variation in the discount available to you, your Direct Debit will be changed at the next available Direct Debit payment date.

4.11 Where you are given notice of an increase in your Healthy Pet Clubs monthly fee, your Direct Debit will be changed at the end of the notice period, unless you cancel your membership in accordance with clause 5.

4.12 If you need to change your bank details or any collection dates please contact The Animal Healthcare Company on 0800 587 0068 or email [admin@animal-healthcare.co.uk](mailto:admin@animal-healthcare.co.uk) three working days prior to the due date for collection. You will not be charged for the changes stated in this clause 4.12.

#### **Renewal**

4.13 Where you pay monthly, your Healthy Pet Clubs membership is a rolling membership for Your Pet and no renewal fee will apply (although we may increase the price from time to time as described above). Your membership and monthly fees will continue to be payable monthly until your Healthy Pet Clubs membership is ended.

4.14 Where you pay annually, you will be quoted a new price for an annual renewal at the end of your then current year.

#### **Non-payment**

4.15 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 unpaid. Your Healthy Pet Clubs membership will be terminated if you default on three successive payments.

4.16 If you cancel your Direct Debit for any reason at anytime, we will treat our contract with you as terminated.

4.17 If your Healthy Pet Clubs membership is cancelled automatically because of failed direct debits, or if you cancel your Direct Debit for any reason, your account will be reviewed and you will be charged the full price of any products and services received during the course of your membership, minus any membership fees received to date.

4.18 We reserve the right to suspend membership if you have any outstanding debt with us for any treatment or medication outside of Healthy Pet Clubs that is more than seven days overdue. Your membership will be reactivated once payment of the debt is made in full.

#### **Deceased/Rehomed Pets**

4.19 In the event Your Pet dies or you rehome Your Pet, your membership will be cancelled as soon as reasonably practicable subject to you notifying us of the same. In such instances we will credit or debit you as appropriate to reflect your membership cancelling.

## 5. Ending our agreement / cancelling your membership

- 5.1 You may cancel your membership at any time upon one month's written notice to us following expiry of a minimum term of 12 months from the date that Your Pet joined Healthy Pet Clubs.
- 5.2 Upon cancellation we will review your account and, where applicable, we may charge you retrospectively the full price of any products and services received in the period between the joining date and the cancellation date (at the full list price as set out on our website [www.avonvets.co.uk/](http://www.avonvets.co.uk/) and/or provided to you at the time of registration), minus any membership fees received to date. You will also be liable for the costs of all services and products supplied which were not covered by Healthy Pet Clubs benefits and which are still outstanding to be paid.
- 5.3 If you pay for your fees annually in advance in accordance with clause 4.2.2 and you terminate your membership part way through the year, you will not receive a refund for the remainder of the year for which Healthy Pet Clubs membership applied and will remain liable for all additional payments outlined at clause 5.2 above.
- 5.4 We reserve the right to terminate your membership by giving you one month's written notice, for any reason that we consider reasonable and necessary.
- 5.5 Unpaid bills relating to your membership fees may be referred to a third party debt collection agency.
- 5.6 We reserve the right to refuse applications for Healthy Pet Clubs membership and its benefits.

## 6. Complaints

Should you ever have cause to complain about the service you receive, please follow the practice's normal complaints procedure (available on request).

## 7. How we use your information

Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which is accessible on the following website at <https://www.mars.com/privacy-policy-us> and explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how

to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

## 8. General

- 8.1 All notices given to us under the provisions of these Terms must be in writing and sent to Friars Gate, 1011 Stratford Road, Shirley, West Midlands, B90 4BN, UK. When we write to you by post, we will use the address most recently provided.
- 8.2 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.
- 8.3 We shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach of these Terms. Any treatment received, services rendered, or medicines dispensed to you by us will be handled in accordance with and subject to our standard terms and conditions (available on request).
- 8.4 For the avoidance of doubt we have absolute discretion as to the medications and treatments provided as part of Healthy Pet Clubs.
- 8.5 Your membership to Healthy Pet Clubs is not transferrable.
- 8.6 These Terms are governed by the laws of England. The courts of England shall have exclusive jurisdiction over any claim or dispute arising under the Terms.



### 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 Direct Debits The Animal Healthcare Company will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request The Animal Healthcare Company 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 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.

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- 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.

Linnaeus Veterinary Limited is a limited company registered in England and Wales with company number 10790375 whose registered office is at Friars Gate, 1011 Stratford Road, Shirley, West Midlands, United Kingdom, B90 4BN.

The Animal Healthcare Company Ltd is registered in England and Wales under Company No. 3302348. Registered Office: Hambleden House, Waterloo Court, Andover, Hampshire, SP10 1LQ.