wansea Gat Glinic

# Pet Health Club Terms & Conditions

The following document outlines the terms and conditions that apply to your membership in the Pet Health Club provided by Swansea Cat Clinic. By completing and submitting the online membership application ("Membership Application"), you acknowledge and confirm the following: (i) you are the legal owner of the pet(s) listed on your Membership Application ("Your Pet"); (ii) you desire to enter into a membership contract with Swansea Cat Clinic ("us", "our", "we") for the Pet Health Club; and (iii) you agree to abide by these terms and conditions. We kindly request that you carefully read and understand these terms and conditions. If you have any inquiries, please raise them with us before submitting your completed Membership Application.

#### Agreement

1.1 Our contract with you will be based on these terms and conditions (collectively referred to as the "Terms"). 1.2 In the event of any conflicts among the Terms, these terms and conditions will take precedence.

1.3 We reserve the right to modify the Terms upon giving you one month's written notice. Such notice may be provided via email, letter, or by posting an update on our website. If you choose not to continue your Pet Health Club membership after being informed of any changes, you may terminate it as outlined in clause 5. Failure to do so within the specified timeframe will be deemed as acceptance of the variation.

## Treatment

2.1 Upon becoming a member of the Pet Health Club, Your Pet will be eligible to receive the specified routine treatment and other benefits detailed in the Member Benefits.

2.2 The Pet Health Club serves as a preventative healthcare program for the duration of Your Pet's lifetime, as long as you continue to pay the Pet Health Club fees.

2.3 PET HEALTH CLUB IS NOT AN INSURANCE POLICY. IT DOES NOT COVER ALL THE TREATMENTS YOUR PET MAY REQUIRE.

2.4 As a Pet Health Club member, you are entitled to receive routine preventive healthcare as described in the Member Benefits. The complete details regarding membership costs, services, and other benefits can be found in the Membership Benefits on our website.

2.5 It is your responsibility to utilize the benefits provided by your Pet Health Club membership. No refunds will be issued for benefits listed in the Member Benefits that you do not utilize.

2.6 If Your Pet receives routine care or treatment from another practitioner independently of us, it will not be covered by these Terms or the Pet Health Club. We shall not be held liable for any routine care or treatment provided by another practitioner independently of us.
2.7 Your Pet can still receive treatment from us outside the scope of the Pet Health Club. Any additional healthcare, services, or treatments not included in the Pet Health Club will incur a separate charge, payable by you to us, and subject to our standard terms and conditions.
2.8 Any products prescribed by our veterinarians and nurses must be used in accordance with their instructions and should not be administered to any pet other than Your Pet. If Your Pet is sensitive or allergic to the prescribed products, alternative options may be available, which may incur an additional charge. Please consult with us regarding Your Pet's clinical needs.

## Your responsibilities

3.1 It is your responsibility to adhere to the guidance provided by our veterinarians and nurses.You must ensure that Your Pet attends regular preventative healthcare check-ups at the practice and that any prescribed treatments are promptly collected and administered.3.2 When arranging treatment or purchasing goods, you must inform us that you are a member of the Pet Health Club.

Membership, Fees, and Fee Increases Payments

4.1 To become a member of the Pet Health Club, you are required to pay the monthly Pet Health Club fee for each of Your Pets.

4.2 You can pay your Pet Health Club membership fees in either of the following ways:

# 4.2.1 by direct debit on a monthly basis; or

4.2.2 annually in advance, in full, at the Swansea Cat Clinic Practice.

4.3 If you pay your Pet Health Club 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 Pet Health Club rates. If you do not pay in advance of the expiry of your existing year, your Pet Health Club 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 Easy Direct Debits LTD. Therefore, your bank statements will show a payment to Easy Direct Debits LTD on behalf of us.
4.5 For the avoidance of doubt, your contract is with us. Easy Direct Debits LTD 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 Swansea Cat Clinic on <u>01792 712244</u> or email <u>enquiries@swanseacatclinic.com</u>.

Alteration of monthly fees and categories

4.7 The Pet Health Club 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 Pet Health Club 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 Pet Health Club 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 Pet Health Club 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 Pet Health Club 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 Pet Health Club 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 us 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 Pet Health Club 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 Pet Health Club 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 Pet Health Club 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 Pet Health Club 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 Pet Health Club 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.

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 Pet Health Club.

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 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 Pet Health Club 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 Pet Health Club 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 Pet Health Club membership and its benefits.

#### Complaints

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

How we handle your information

We value your privacy and personal information. Any personal information you provide to us will be handled in accordance with our Privacy Policy. You can access our Privacy Policy on our website. The Privacy Policy outlines the types of personal information we collect, why we collect it, how we store and use it, when and why we share it, your rights regarding your personal information, and how to contact us or supervisory authorities if you have any inquiries or complaints regarding the use of your personal information.

#### General

8.1. All notices to be given to us under these Terms must be in writing and sent to the following address: Swansea Cat Clinic, Gower House, Charter Court, Enterprise Park, Llansamlet, Swansea, SA7 9FS. When we communicate with you by post, we will use the most recently provided address.

8.2. This agreement is not intended to and does not grant any rights to enforce its provisions to any person who is not a party to it, in accordance with the Contracts (Rights of Third Parties) Act 1999.

8.3. Our liability for any loss or damage you may suffer as a result of a breach of these Terms is limited to the reasonably foreseeable consequences of such breach. Any treatments, services, or medications provided to you by us will be subject to our standard terms and conditions, which are available upon request.

8.4. We retain absolute discretion regarding the medications and treatments provided as part of Pet Health Club.

8.5. Membership to Pet Health Club is non-transferable.

8.6. These Terms are governed by the laws of England. Any claim or dispute arising from these Terms will be subject to the exclusive jurisdiction of the courts of England.

The Direct Debit Guarantee

- This guarantee is provided by all banks and building societies that accept Direct Debits as a payment method.
- If there are any changes to the amount, date, or frequency of your Direct Debits, Easy Direct Debits LTD will provide you with 10 working days' notice.
- Prior to debiting your account or as agreed upon, you will receive advance notice of the amount and date of the payment when you request Easy Direct Debits LTD to collect it.
- In the event of an error in the payment of your Direct Debit, whether caused by Easy Direct Debits LTD, your bank, or building society, you have the right to an immediate and full refund from your bank or building society. If you receive a refund that you are not entitled to, you are required to repay it promptly upon request from Easy Direct Debits LTD.
- You have the ability to cancel a Direct Debit at any time by contacting your bank or building society. Written confirmation may be necessary. Please inform us of the cancellation as well.

Swansea Cat Clinic Limited is a limited company registered in England and Wales with company number 14095461 whose registered office is at Gower House, Charter Court, Enterprise Park, Llansamlet, Swansea, SA7 9FS. Easy Direct Debits LTD is registered in England and Wales under Company No. 09633942. Registered Office: Ebenezer House, 5a Poole Road, Bournemouth, Dorset, United Kingdom, BH2 5QJ.

