**Terms and conditions of Health Care Plan membership**

Welcome to our Health Care Plan (the "**Scheme**"), a preventative pet healthcare scheme offered by Swansea Cat Clinic

By joining the Scheme, you agree to these terms and conditions.

In these terms and conditions, “we”, “us” and “our” mean the Practice (see “About the Practice” below), and “you” and “your” mean the person who joins the Scheme.

It is important to read these terms and conditions carefully as they contain details about how the Scheme works, the enrolment process, contract term and cancellation rights, payment information, what’s included and what’s not and other important information. Please ask a member of staff of Swansea Cat Clinic if you have any queries.

Please read these terms and conditions together with the information the Practice gives you about what is included in the Scheme (see clause 2). That information forms part of these terms and conditions.

We recommend that you print or save a copy of these terms and conditions for future reference.

**If you would like a copy of these terms and conditions in larger print – please ask a member of staff at the Practice.**

**About the Practice**

Swansea Cat Clinic 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 (the "**Practice**").

**How to contact the Practice**

You can contact the Practice by post, email or telephone, using the details below:

Address: Gower House Charter Court, Enterprise Park, Llansamlet, Swansea, SA7 9FS

Email: enquiries@swanseacatclinic.com

Telephone: 01792 712244

**About your membership of the Scheme**

1. The Scheme is a preventative pet healthcare scheme that renews every year. It is not an insurance policy.
2. As a member, you will receive the benefits that applied to your membership when you joined (see clause 38). These are available https://www.swanseacatclinic.com/pet-health-plans/. If you have any questions about your benefits, please ask a member of staff at the Practice for further details.
3. Your membership does not cover any treatment, products or services your pet needs that are not included in your benefits. We will charge you for these at the Practice’s standard prices (including VAT) in force at the time they are provided, and you must pay for them in addition to your membership fees. Where your benefits give you a

discount on a product or service, we will apply that discount to the Practice's standard price for that product or service.

4. Membership of the Scheme is only available for pets registered with the Practice. Your benefits are personal to you and your pet. You can only use them at the Practice and you cannot transfer them to another practice.
5. Your membership of the Scheme is linked to one pet. None of your benefits under your membership of the Scheme may be used in relation to any pet other than the pet to which your membership is linked.
6. Your benefits are for your use as a pet owner only and must not be used for business purposes. Where we reasonably believe that any of your benefits are being used for business or other profit-making purposes we may suspend or end your membership immediately (see clause 18).
7. You are responsible for following our vets' and nurses' guidance, and for ensuring your pet attends the Practice regularly for the preventative healthcare checks which are included as part of your membership of the Scheme. Where benefits include any products, such as parasite treatments, you must ensure they are only used in accordance with the instructions supplied with them and, if relevant, as advised by the vet or nurse. If you haven't followed guidance or attended the Practice when advised to do so we may need to terminate your membership of the Scheme (see clause 18 below).
8. You are responsible for using your Scheme benefits. Please note that no refunds will be issued for any benefits that are unused during the term of your membership, regardless of the reason. This does not affect your rights to a refund of membership fees where stated elsewhere in these terms and conditions.

**Term and auto-renewal**

9. Your membership of the Scheme is a 12-month subscription contract that renews every year. Each 12-month period is a **"contract year"**. Your membership (and your contract with us) starts when we confirm that we have accepted your application to join the Scheme. This confirmation may be provided by email to the address you supplied, by letter sent to your postal address or handed to you in person at the Practice. Your membership will then renew automatically at the end of each contract year, and you will be charged the price of your membership for the next contract year, unless you or we end it in line with these terms and conditions or you tell us that you do not want it to renew (see clause 11).
10. We will contact you twice before your membership renews: once at least 30 days before, and again at least 14 days before, your renewal date. We will: (i) remind you that your membership is due to renew, (ii) tell you about any changes to the price of your membership (see clause 27), changes to these terms (see clause 37) and any benefits (see clause 38), and (iii) explain how to cancel if you do not want your 27 to renew (see clause 11). 11
11. If you do not want your membership to renew automatically, please tell us at least 10 days before your renewal date, using any of the contact details in "How to contact the Practice" above. You can also switch off automatic renewal online at [VetSuccess to insert link or URL].

**Your rights to end your membership**

12. You have a legal right to change your mind and cancel your membership by telling us (see clause 13):
    a. within 14 days of the start of your first contract year (the "**initial cooling-off period**"); and
    b. within 14 days of the start of each renewed contract year (the "**renewal cooling-off period**").

    We will let you know when each cooling-off period starts so that you have the chance to cancel.
13. If you cancel your membership during the initial cooling-off period or the renewal cooling-off period, we will not take any further membership fees. We will refund the membership fees you have paid in that contract year, less the value of any benefits you used before we received your notice to cancel. This means:
    a. if the value of the benefits you used is less than the membership fees you have paid in that contract year, we will refund the difference to you; and
    b. if the value of the benefits you used is the same as or more than the membership fees you have paid in that contract year, no refund will be due to you.

    The “value” of benefits means the price you would have paid for them at the Practice’s standard prices at the time you received them, if you were not a member of the Scheme and where benefits include discounts, the value of any discount received against those standard prices.
14. To cancel during a cooling-off period, please contact the Practice by email, phone or post (see "How to contact the Practice" above) (please provide your name, email address and, where available, your phone number and home address).
15. You can end your membership at any time by telling us (see "How to contact the Practice" above), if:
    a. your pet has died;
    b. the Practice closes permanently, or is affected by a Force Majeure Event (see clause 47) for more than 2 months during your membership, and a suitable alternative practice is not available;
    c. we make a substantial change to the nature or extent of the benefits being provided under your membership of the Scheme and the change is detrimental to you or your pet (see clause 38) (this right would not apply if the change were made to reflect a change in the law or is a minor, technical change such as a change in the Practice's opening hours);
    d. we increase your monthly membership fee during a contract year and you do not agree to the increase (see clause 277 and clause 28); or
    e. we make a major change to these terms and conditions that is to your disadvantage provided that this right would not apply if the change were made to reflect a change in the law (see clause 37).

    If you end your membership for any of these reasons, you will not pay any further monthly fees (but see 22clause 21). We do not refund membership fees you paid before you told us you wanted to end your membership (except as set out in clause 25).

16. You can also end your membership at any other time by contacting the Practice (see "How to contact the Practice" above). Please give us your name, email address and, where available, your phone number and home address. If you end your membership before the end of a contract year, you will be charged an amount reflecting the value of any benefits and discounts you have received in that contract year minus the membership fees you have paid in that contract year. If the membership fees you have paid are more than the value of the benefits and discounts you have received, we reserve the right not to refund the difference. Late payment charges may also apply (see clause 29).
17. Please do not cancel your Direct Debit with your bank to end your membership. If you do, we may treat this as a request to end your membership under clause 1616 and any charges owed by you will become due and payable immediately.

**Our rights to end your membership**

18. We can suspend or end your membership immediately for any of the following reasons:
    a. if the information that you provided to us on registration is inaccurate, incomplete or misleading;
    b. if your pet ceases to be registered with the Practice except where your pet has died;
    c. if you break any of these terms and conditions, including if you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due (or if a Direct Debit payment fails 3 times, see clause 31);
    d. if you owe the Practice money for your pet's care and do not pay it within 7 days of the Practice reminding you that payment is due; or
    e. if we have reason to believe that you are deliberately harming or neglecting your pet. We may also report this to the relevant authorities.
19. If we end your membership for any of these reasons, you will be charged an amount reflecting the value of any benefits and discounts you have received in that contract year (as described in clause 13), minus the membership fees you have paid in that contract year. If the membership fees you have paid are more than the value of the benefits and discounts you have received, we do not have an obligation to refund the difference. Late payment charges may also apply (see clause 29)29.
20. We may close the Scheme for all members by giving you at least 60 days' notice at any time. If we do, your membership will end on the date we give you, and you will not pay any further membership fees from that date. We will refund to you any membership fees you have paid in advance in respect of any period of membership falling after the date on which the Scheme closes, calculated on a pro-rata basis.

**What happens when your membership ends**

21. When your membership ends:
    a. you will no longer be entitled to any of the benefits under that membership; and
    b. you have no further obligation to pay monthly payments, but:
        i. you may incur other charges depending on the reasons for and circumstances of your membership terminating, or

ii. you may be entitled to a refund of some amounts you have already paid,

as explained in the "*Your rights to end your membership*" and *"Our rights to end your membership*" sections of these terms and conditions.

22. If your membership ends shortly before a Direct Debit payment is due, that payment may still be taken. If you did not owe that payment, we will refund it to you, minus any amounts you owe us at that time.

**Fees and payment**

23. Your membership fee depends on your pet's species, age and weight. We will tell you the fee when you join the Scheme.
24. Unless clause 25 applies, you pay your membership fees monthly in advance. Your first three monthly payments will be taken by debit or credit card when you join. After that, payments are collected by Direct Debit.
25. Paying annually. At the Practice's discretion, you may be able to pay your membership fee annually in advance by Direct Debit instead of monthly. If you pay annually:
    a. we will collect your annual membership fee by Direct Debit at the start of each contract year, including each time your membership renews (see clause 9);
    b. references in these terms and conditions to monthly membership fees or payments include your annual payment;
    c. and if you end your membership under clause 15, we will refund a pro-rata share of your annual membership fee for the rest of that contract year, minus any amounts you owe us. If you end your membership under clause 16, no refund will be given, but you will not be charged for the value of any benefits and discounts you have received in that contract year.
26. VetSuccess Limited ("VetSuccess") acts as our agent to collect your payments of membership fees by Direct Debit and to provide customer support. Your bank statement will show payments to VetSuccess on behalf of the Practice. Your contract is with the Practice, not with VetSuccess.
27. We may increase the price of your membership when it renews each year, or during a contract year where the cost of providing your benefits increases significantly for reasons outside our control. We will tell you at least 30 days' before any such change takes effect. If we increase the price during a contract year (save for the reasons set out in clause 28) and you do not agree, you can end your membership (see clause 15(d)). If we increase the price at renewal and you do not agree, you can tell us that you do not want your membership to renew (see clause 11) or cancel your membership during the renewal cooling-off period (see clause 13).
28. The price of your membership may increase or decrease during a contract year to reflect changes in your pet's age or weight in accordance with the pricing tiers that apply to your membership as set out in the plan information provided to you when you joined the Scheme. A change in price resulting solely from a change in your pet's age or weight and/or to reflect a change in the law does not give rise to a right to cancel your membership under these terms. Any other price increases, including as a result of revisions to the pricing tiers themselves, are subject to clause 27.
29. Failed Direct Debit payments (for example, because there is not enough money in your account) cause a significant increase in administration costs for the Practice. We may

charge an administration fee of £20 for each failed payment to recover the costs to the Practice. This fee will be added to the amount you owe us.

30. If a Direct Debit payment fails, we will ask your bank for the payment again after 3 to 5 working days.
31. If the second payment request also fails, a second administration charge may be added to the amount you owe us. We will ask your bank for the payment a third and final time after a further 3 to 5 working days. If this third request also fails, your membership will end automatically and you will no longer receive any benefits or discounts. Clause 18 will then apply.
32. If you do not pay any amount you owe us on time, we may take further action to recover it. This may include passing your account to our debt collection team or to an external debt collection agency.

**Liability**

33. **Subject to clause 35 below, we are responsible to you for foreseeable loss and damage caused by us**. If we materially fail to comply with these terms and conditions, then (subject to clause 35) we are responsible for loss or damage you suffer that is a foreseeable result of our breaching this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time your membership commenced, both we and you knew it might happen, for example, if you discussed it with us during the registration process.
34. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so**. This includes liability for:
    a. death or personal injury to human beings caused by our negligence;
    b. fraud or fraudulent misrepresentation;
    c. breach of your statutory rights in relation to any products and services we provide in connection with your membership, including your rights under the Consumer Rights Act 2015; and
    d. defective products under the Consumer Protection Act 1987.
35. **We are not liable for business losses**. We only supply products and services in connection with your membership for domestic and private use. If you use any products and services provided in connection with your membership for any commercial, business or re-sale purpose we will have no liability to you for any business losses such as loss of profit, loss of business, loss of income or revenue, loss of business cost savings, business interruption, or loss of business opportunity.

**If you have any problems with your membership**

36. If you have any questions or complaints about your membership, any payment issues or any veterinary services that have been provided, please contact the Practice (see "*How to contact the Practice*" above).

**Changes to these terms and conditions and benefits**

37. We may make minor changes to these terms and conditions, for example to reflect a change in the Practice's opening hours or to make improvements to how the Scheme is run, provided those changes do not disadvantage you. If we need to make a major change, we will contact you by email (or by SMS or post) at least 30 days before the

change takes effect to explain it. If the change is to your disadvantage and you do not agree to it, provided it is not required to reflect a change in the law, you can end your membership before the change takes effect (see clause 15(e). Otherwise, the change will apply from the date we give you.

38. We may make changes to the nature or extent of the benefits being provided under your membership of the Scheme. We may do so annually when the contract automatically renews or during a contract year, for example, we may add an additional vaccination to the plan you have selected or we may remove a procedure or service which is no longer recommended for pets such as yours or no longer available for other reasons. If we need to make a substantial change to the nature or extent of the benefits being provided under your membership of the Scheme, we will contact you by email (or by SMS or post) at least 30 days before the change takes effect to explain it. If the change is to your disadvantage and you do not agree to it, provided it is not required to reflect a change in the law, you can end your membership before the change takes effect (see clauses 15(c)). Otherwise, the change will apply from the date we give you.

**How we use your information**

39. The Practice and VetSuccess will hold and use your personal data (as defined by UK data protection laws) for the purpose of administering your membership of the Scheme.
40. Please see the Practice's Privacy Notice for further details relating to how the Practice processes your personal data in connection with the Scheme.

**General**

41. **We may transfer this agreement to someone else**. We may assign, charge, or transfer any of our rights or subcontract any of our obligations under these terms and conditions to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not negatively affect your rights under your contract.
42. **You need our consent to transfer your rights to someone else**. You may only transfer your rights or your obligations under these terms and conditions to another person if we agree to this in writing.
43. **Nobody else has any rights under this contract**. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
44. **If a court finds part of this contract illegal, the rest will continue in force**. Each clause of these terms and conditions operates separately. If a court or relevant authority decides that any clause is unlawful, the other clauses will still apply.
45. **Even if we delay in enforcing this contract, we can still enforce it later**. If we do not insist immediately that you do anything you are required to do under these terms and conditions, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide your benefits, we can still require you to make the payment at a later date.

46. **Which laws apply to this contract and where you may bring legal proceedings**. These terms and conditions are governed by English law. You can bring legal proceedings about your membership in the English courts. If you live in Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.
47. **Force majeure**. We are not liable to you for any failure or delay in performing these terms and conditions or any part of them to the extent that such failure or delay is caused by an event which is beyond our reasonable control, including flood, lightning, fire, war, epidemic, terrorist act, failure or shortage of power supplies, nationwide or regional shortages of any medicines or delays in supply chains for medicines and clinical equipment (each a "**Force Majeure Event**"). If this happens, we will have a reasonable amount of extra time to perform our relevant obligations.