# Pet Care Plan

Agreement Terms & Conditions

# 1. The Agreement between you and your veterinary practice

Welcome to your payment plan from your veterinary practice. This agreement forms part of your contract with Warren House Veterinary Centre for the Pet Care Plan. This means you can enjoy the benefits of preventative healthcare for your pets.

The following points make up the 'terms and conditions' of your Contract with Warren House Veterinary Centre Ltd and are effective from 1st April 2023. 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 booklet 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 booklet and any practice-specific notes or requirements in the booklet will prevail.

#### 2. Explanation of terms used.

In this Agreement 'your Contract' means the contract formed between you and Warren House Veterinary Centre Ltd which you have signed, and which comprises these terms and conditions, and your Application Form.

#### 3. Plans, categories, and fees.

This Agreement is designed to help you spread the costs in respect of the Services over 12 monthly instalments by making monthly in advance payments to us ("Your Plan"). By signing the application form provided to you by Warren House Veterinary Centre Ltd, you agree to make the payments described in the form.

# 4. Treatment to which you are entitled.

Your Contract entitles your pet to receive the routine treatment required to maintain your pet's health, as prescribed by us, Warren House Veterinary Centre Ltd. A list of inclusions is available from reception.

# 5. Treatment to which you are not entitled.

Your Contract is limited to the provision of routine preventative health care and only entitles your pet to the treatment required to monitor its health, as specified by Warren House Veterinary Centre Ltd.

# 6. 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.

# 7. Payment

You must pay your monthly fee by Direct Debit. 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 fee 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

# 8. Direct Debit Changes

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.

# 9. 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 must notify us immediately.

# 10. Ending your contract

You can cancel your contract anytime by giving us 21 days written notice. If you have not completed a full year of your agreement and have benefited from any discounts you will have to pay for those benefits and any outstanding balances.

# 11. Non-payment

If we cannot collect your monthly payment, we will let you know and try to collect the payment from your account within 10 days. You will be charged a £20 administration fee if any of your Direct Debit installments are returned to us unpaid. Your Contract will be terminated if you default on 3 successive payments, and you will still be liable for any payments outstanding.

# 12. 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 having regard to any variation notified to you, you may end it as detailed in 10 above. If you do not do this by the time the notice expires, you will be deemed to have accepted the variation.

#### 13. Contract not transferable

Your Contract is between you and Warren House Veterinary Centre only and is not transferable to any other veterinary practice.

#### 14. Treatment outside of your contract

Your Contract does not prevent you and your practice from 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.

#### 15. Liability

As part of your contract, Warren House Veterinary Centre will provide services listed within the Pet Care Plan. As a client of the Pet Care Plan, you are liable for the monthly payments you have agreed to within that Plan.

#### 16. Disputes

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

#### 17. Notices

Any notices given to you by your practice under these terms and conditions are considered valid.

#### 18. 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 market research, to improve our services to you and our other customers, to comply with legal obligations to which we are subject, 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.

For example, the pet's owner when different from 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 Warren House Veterinary Centre 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 **Warren House Veterinary Centre Ltd, Lichfield Road, Brownhills WS8 6LS.** 

# 19. Complaints Procedure

Should you have any cause for complaint about the administration of your Direct Debit then please contact: Warren House Veterinary Centre Ltd, Lichfield Road, Brownhills WS8 6LS, email: accounts@warrenhousevets.com

# 20. 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.

# 21. The Direct Debit Guarantee

# The 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 payments, Warren House Veterinary Centre will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Warren House Veterinary Centre 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 Warren House Veterinary Centre 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 Warren House Veterinary Centre 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 Warren House Veterinary Centre.



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