

Animal Trust Health Plan - Terms and Conditions

1. These terms

1.1. What these terms cover. These are the membership terms and conditions of our 'Health plan' subscription service. Any membership is also subject to our standard terms and conditions of business available at <https://www.animaltrust.org.uk/terms>. If any provisions of the standard terms and conditions of business at any time conflict with any provisions of these membership terms and conditions, these terms and conditions shall prevail.

1.2. Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

2. Information about us and how to contact us

2.1. Who we are: We are Animal Trust Vets CIC registered in England and Wales. Our company registration number is 07938025 and our registered office is at Cedab Road, Ellesmere Port, England, CH65 4FE. Our registered VAT number is 337124223

2.2. How to contact us. You can contact us by email at healthplan@animaltrust.org.uk

2.3. How we may contact you. If we have to contact you we will do so at the email address you provided to us in your order, by telephone or in writing to the address you provide in your order.

2.4. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails or the online portal.

3. Our contract with you

3.1. Your order. You should include details of any animal(s) to be covered by the membership ("Pet(s)") in your order. By submitting your order you are warranting to us that: (a) you are registered with us under our general terms and conditions of business and your Pet(s) is/are under our care; (b) you will be responsible for all the monthly payments for the duration of the membership term; (c) you have provided us with complete, accurate and up to date information in relation to your Pet(s) and keep such information up to date (by informing us immediately should anything change).

3.2. How we will accept your order. We will initially email an automatic acknowledgement of your order. We will then contact you to confirm acceptance of your order (provided we do accept it), at which point a contract will come into existence between you and us.

3.3. If we are unable to accept your order, we will inform you of this in writing and will not charge you any sums. This might be because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements or because we have identified an error in the price or description of the membership.

4. Your membership

4.1. Your membership benefits will be as set out on the order page. We reserve the right at any time and for any reason to refuse to supply your Pet(s) with veterinary care and/or related services in accordance with the guidelines set by the Royal College of Veterinary Surgeons (“RCVS”). You can add further benefits at any time but these will be individually subject to the 12 month membership term in accordance with clause 4.3

4.2. Your membership will start once we have sent confirmation that your application for membership has been approved. The initial period of membership shall be one year from such date and shall thereafter become a monthly rolling contract.

4.3. You are entitled to receive discounts from two working days (Monday - Friday, excluding bank holidays) after your membership starts. For the avoidance of doubt in the first two working days of membership no discounts or free products are available.

4.4. Term. You acknowledge that the membership contract is on a monthly rolling basis during which time you shall have access to the membership benefits (including any discounted prices for goods or services we provide). You further acknowledge that in order to be eligible for any discounted membership prices your membership must last for a minimum of a 12 month continuous period. Should your membership end before the expiry of 12 months you shall be liable to be back-charged for any services that you have received at the full (non-membership) prices.

4.5. A membership plan entitles you to discounts for one named animal. If you have more than one animal you need a separate plan for each animal.

5. Treatment

5.1. Professional care. Any products used or prescribed or any treatments provided or prescribed are entirely at a vet’s discretion.

5.2. Parasite treatment. To receive such treatment your Pet(s) must have been prescribed the treatment by a vet, which usually means your pet will need to have been examined by a vet within the 12 months (or such other period as the veterinary surgeon decides) of the treatment. The particular product used and frequency is at the discretion of the vet. If you do not present your pet for an examination when requested, we will be unable to provide routine parasite treatment, but you will still be liable to pay the full membership fee.

6. Your rights to make changes If you wish to make a change to the membership you have ordered please login to your account animaltrust.org.uk, if you are unable to find the service you need then please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the membership, our ability to provide the services or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 11- Your rights to end the contract).

7. Our rights to make changes

7.1. Minor changes to the membership. We may change the services: (a) to reflect changes in relevant laws and regulatory requirements including any guidelines provided by the RCVS; and (b) to implement minor technical adjustments and improvements, for example to address a security threat, or a change in licenced veterinary products. These changes will not affect your membership.

7.2. More significant changes to the memberships and these terms. (a) In addition, we may make changes to these terms or the membership, for instance by removing a membership benefit or adding a new one, but if we do so we will notify you and you may then contact us to end the contract at a month anniversary of membership before the changes take effect.

(b) We may increase the monthly fee for membership by giving you 14 days' notice. If you do not wish to continue your membership at the new price you may terminate the contract in accordance with clause 11.2 provided that such increase is more than 5% of the previous membership fee. Should such increase be less than 5% of the previous membership fee, you may still terminate the contract but will be liable to be back charged in accordance with clause 4.4 if you are within the first 12 months of membership for any service.

8. Providing products and services

8.1. Vaccinations: Vaccinations include vaccinations for Distemper, Hepatitis, Parvovirus and Leptospirosis (L2) in dogs and Cat Flu, Enteritis and Feline Leukemia in cats. Booster vaccinations for these are given at intervals as recommended by the veterinary surgeon

8.2. When we will provide products. We will provide products when our veterinary surgeons consider it appropriate to provide the treatment. Unless you have selected a postal option it is your responsibility to collect the product from your Animal Trust surgery when treatment is due. If you do not collect the product you will still be charged and may not be able to collect the product at a later date if in the veterinary surgeons opinion the product is no longer needed. We will normally allow a maximum of 3 months of parasite treatment to be collected at one time.

8.3. Where a medicine or supplement attracts a discount, only medicines that have a legal categorisation of POM-V, POM-VPS, AVM-GSL will be benefit from the discount.

8.4. Your plan may provide free or discounted products or services but only up to a maximum number of times per 12 month anniversary of the plan. If you use more than the maximum number provided in the plan in the 12 month period then the first products/services used will receive the discount and the subsequent ones will be charged at the our usual none discounted rate. (c) - (i) The internal lab tests that are eligible for a discount are:

(i) 'SNAP' tests performed in an Animal Trust Surgery (Each individual SNAP test counts as one test)

(ii) Haematology, Biochemistry and Electrolyte analysis performed in an Animal Trust Surgery (each time a sample is taken and processed from your pet it counts as one test)

(iii) T4 analysis, Cytology examination, Skin Scrapes, Blood Glucose tests, Blood Clotting analysis performed in an Animal Trust Surgery (each of these count as one test even if performed at the same time as another test)

(iv) Any form of analysis of Urine (Each analysis counts as one test)

9. Deliveries

9.1. We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract.

9.2. If you choose a home delivery option and are not at home when the product is delivered: If no one is available at your address to take delivery and the products cannot be posted through your letterbox, the products will be dealt with in accordance with the standard procedures of the carrier which was selected by you for delivery.

9.3. If you do not re-arrange delivery: If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we have no liability to provide you with a replacement product and you may be liable for any storage or other costs incurred by us. If you have not arranged to collect the products from us within one calendar month of the failed delivery we may end the contract for such products and clause 11.2 will apply.

9.4. When you become responsible for the goods. A product which is goods will be your responsibility from the time it is collected from us by a carrier (or when you collect the product from us if it is not being delivered).

10. Reasons we may suspend your membership. We may have to suspend your membership: (a) if any of the warranties provided in clause 3.1 are not correct; (b) to update the product to reflect changes in relevant laws and regulatory requirements; (c) to make changes to the product as requested by you or notified by us to you (see clause 7).

10.1. Your rights if we suspend the membership. Other than for a breach of the warranties provided in clause 3.1, we will contact you in advance to tell you we will be suspending your membership, unless the problem is urgent or an emergency. If we have to suspend your membership for longer than 1 continuous week we will adjust the price so that you do not pay for membership while it is suspended. You may contact us to end your membership, or if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 2 weeks and we will refund any sums you have paid in advance for your membership in respect of the period after you end the contract.

10.2. We may also suspend your membership if you do not pay or are in breach of a warranty given in clause 3.1. If you do not make a monthly membership payment when you are supposed to (see clause 13.1), we may suspend your membership immediately until you have paid us the outstanding amounts (without prejudice to any right of suspension we have in accordance with clause 11.1). If we become aware that you are in breach of any warranty given in clause 3.1, we may suspend your membership immediately (and terminate in accordance with clause 13.1). We will contact you to tell you we are suspending your membership. We will not suspend the products where you dispute the unpaid invoice (see clause 15.6). As well as suspending your membership we can also charge you interest on any overdue payments (see clause 15.5).

11. Your rights to end the contract

11.1. You can always end your contract with us. Your rights when you end the contract will depend on how we are performing and when you decide to end the contract: (a) After the end of the initial 12 month membership period. Membership continues on a monthly rolling basis (subject to the 12 month initial membership period in accordance with clause 4.4). You may cancel the contract by giving us notice. After the initial 12 month period you may cancel at any point before a direct debit payment is made and the contract will end one month after the previous direct debit payment was made; (b) If the service you have bought is misdescribed you may have a legal right to end the contract (or to get a service re-performed or to get some or all of your money back), (c) If you want to end the contract because of something we have done or have told you we are going to do, see clause 11.2; (d) If you have just changed your mind about your membership, see clause 11.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions; (e) In all other cases (if we are not at fault and there is no right to change your mind), see clause 11.6.

11.2. Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any membership that has not been provided and you may also be entitled to compensation. The reasons are: (a) we have told you about an upcoming change to the membership or these terms which you do not agree to other than as provided for in these terms and conditions (see clause 7.1 and clause 7.2); (b) we have told you about an error in the price or description of the membership and you do not wish to proceed; (c) there is a risk that supply of a service may be significantly delayed because of events outside our control; (d) we have suspended supply of the service for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 weeks; or (e) you have a legal right to end the contract because of something we have done wrong.

11.3. Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

11.4. When you don't have the right to change your mind. You do not have a right to change your mind in respect of: (a) services, once these have been completed, even if the cancellation period is still running; (b) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; (c) any products which become mixed inseparably with other items after their delivery.

11.5. How long do I have to change my mind about membership? You have 14 days after the day we email you to confirm we accept your order. However, once we have provided some services, you must pay us for the services provided up until the time you tell us that you have changed your mind. If membership is cancelled thereafter, any such services will be backcharged to the full (non-membership) prices and such sums (to the extent they are not already paid) will be deducted from any refund to you. If you change your mind within 14 days after the contract starts, we will refund your initial monthly payment (subject to any deductions for services provided).

11.6. Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 11.1), you can still end the contract, but you will have to pay us the backcharged full (non-membership) prices for any services provided if you end the contract within the first 12 months of starting membership for a particular service. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know using the online portal at www.animaltrust.org.uk/animalplan. The contract will end immediately and any outstanding payments will become immediately payable.

11.7. Ending the contract if a Pet dies. In the unfortunate event of the death of a Pet, you may end the contract in relation to that Pet upon giving us notice. The contract will end immediately and no further sums will be payable (provided no payments are overdue). There will be no entitlement to refund for months already fully or part paid.

12. How to end the contract with us (including if you have changed your mind)

12.1. Tell us you want to end the contract. To end the contract with us, please let us know online by completing the form on the online portal at www.animaltrust.org.uk If you have any difficulties you may contact us at healthplan@animaltrust.org.uk

12.2. When your refund will be made. We will make any refunds due to you within 14 days of your telling us you have changed your mind

13. Our rights to end the contract

13.1. We may end the contract if you break it. We may end the contract for membership at any time by writing to you if: (a) you do not make any monthly membership payment within 14 days of when you are supposed to (without prejudice to any right of suspension we have in accordance with clause 10.1); (b) you do not make any other 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; (c) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide membership; (d) you are in breach of any of the warranties given in clause 3.1; (e) you are threatening or abusive to a member of our staff.

13.2. You must compensate us if you break the contract. If we end the contract in the situations set out in clause 11.1 within the first 12 months of starting membership for a particular service you will have to pay us the back-charged full (non-membership) prices for any services provided.

13.3. We may withdraw membership. We may email to let you know that we are going to stop providing membership. We will let you know at least 14 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

14. If there is a problem with your membership

14.1. How to tell us about problems. If you have any questions or complaints about your membership, please contact us. You can contact our customer service team at healthplan@animaltrust.org.uk. Alternatively, please speak to one of our staff.

14.2. Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See the below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights. Summary of your key legal rights This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. As your product is a membership, which is classed as a service, the Consumer Rights Act 2015 says: a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it. b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable. c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time. See also Exercising your right to change your mind (Consumer Contracts Regulations 2013). 1.1. 1. 2.

15. Price and payment

15.1. Where to find the price for the product. The price of membership (which includes VAT) will be the price indicated on the order pages when you placed your order. We use our best efforts to ensure that the price of membership (and any services) advised to you is correct. However please see clause 11.2 for what happens if we discover an error in the price of membership (or any services) you order.

15.2. We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply membership, we will adjust the rate of VAT that you pay, unless you have already paid for membership in full before the change in the rate of VAT takes effect.

15.3. What happens if we got the price wrong. It is always possible that, despite our best efforts, membership or other products may be incorrectly priced. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

15.4. When you must pay and how you must pay for membership and other products. (a) For membership. We will invoice you for the first month of your membership after accepting your order and thereafter for each subsequent monthly period. Membership is payable monthly (in advance) by way of direct debit. (b) For products and services purchased during your membership. Any products and services purchased during the term of your membership will be payable in accordance with our standard terms and conditions of business.

15.5. We can charge interest if you pay late. If any monthly membership instalment direct debit does not process on the date we attempt to process it, we may charge interest to you on the overdue amount at the rate of 4% per annum (compounded quarterly) above the base rate of National Westminster Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount. The due date for payment shall be counted as the date on which we attempted to process the direct debit payment.

15.6. What to do if you have been wrongly charged. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

15.7. If we have to use solicitors or other parties to recover unpaid amounts. You agree to indemnify us in respect of all reasonable professional costs (including solicitor's fees) in relation to the enforcement of outstanding payments.

16. Our responsibility for loss or damage suffered by you

16.1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking 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 the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

16.2. 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 death or personal injury (of a person) caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 14.2.

16.3. We are not liable for business losses. We only supply the membership for domestic and private use. If you use the membership for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

17. How we may use your personal information How we may use your personal information. We will only use your personal information as set out in our privacy policy which can be viewed at www.animaltrust.org.uk/privacy.

18. Other important terms

18.1. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 2 weeks of us telling you about it and we will refund you any payments you have made in advance for products not provided.

18.2. Your membership is personal to you and you may not transfer your rights to someone else. If you transfer ownership of your Pet(s) the membership is non-transferable.

18.3. 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. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

18.4. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18.5. 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, 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 the products, we can still require you to make the payment at a later date.

18.6. Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

Plan Benefits effective from 1st August 2022

Essential Plan - £14.99 per month

- One vaccination per year (or half price starter pack)
- Annual worming at the time of vaccination
- One pack of our recommended flea, tick and mite treatment (typically enough for three months' coverage)
- Up to two free lab tests from our in house range per year
- One third off the cost of medication and supplements
- 10% off the cost of operations, imaging diagnostics and inpatient care fees.

Parasite Bolt on - £6.69 per month

- Parasite treatment, up to once per month, using a product recommended by our vets. Eligible products for discount are: Simparica Trio, Stronghold / Stronghold Plus, Prinocate