

Your Pet Health Plan Agreement details

When you complete the Pet Health Plans application form at your practice, you will find these details on the back of the form you sign. If you wish to join Pet Health Plans over the phone, you will be asked if you have read and understood these details before your membership is confirmed.

Please speak to your veterinary practice to confirm what is included in your Pet Health Plan.

Welcome to your Pet Health Plan from your veterinary practice. The Agreement you have with your practice means you can enjoy the benefits of preventive healthcare for your pet(s).

Pet Health Plans are administered by The Practice Business for and on behalf of your veterinary practice. The Practice Business's role is to provide administrative services to support the contract between you and your practice. This includes passing your payments onto your practice on a regular basis.

Please remember, your Pet Health Plan Contract is between you and your specified veterinary practice and is not transferable to another. However, if you are considering changing your practice please contact Pet Health Plans who will advise you on how to re-register, ensuring your pet's health is not compromised.

The following points make up the "terms and conditions" of your Contract with your veterinary practice and are effective from 1st December 2008. 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 Pet Health Plans Leaflet 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 Pet Health Plans Leaflet and any practice-specific notes or requirements in the Leaflet will prevail.

- 1. Explanation of terms used** – In this Agreement, "the Contract" means these terms and conditions and the Contract formed between you and your veterinary practice which you have signed; "your veterinary practice" and "your practice" means the veterinary practice named on the Pet Health Plans Application Form.
- 2. Plans, categories and fees** – The fee for your pet will be set by your practice, based on its species, age, weight and gender.

- 3. Treatment to which you are entitled** – The Contract entitles your pet to receive routine treatment required to maintain your pet's health, as prescribed by your veterinary practice. A list of inclusions is available from your practice.
- 4. Treatment to which you are not entitled** – The Contract is limited to the provision of routine preventive health care and only entitles your pet to the treatment required to monitor its health, as specified by your practice.
- 5. 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 Pet Health Plan.
- 6. Payment** – You must pay your initial joining fee, which covers you for life, each pet's joining fee and monthly fee by Direct Debit in favour of The Practice Business as collecting agent for your practice.

Any other amounts due to your practice for treatment not covered by the Contract are payable directly to your practice. Your liability to pay the monthly fee continues until the 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 or death of the pet or client.

- 7. Alteration of monthly fees and categories** – Your practice will normally review your pet's monthly fee once a year. Your pet's monthly fee may also change as different age and weight thresholds are reached. Should your pet's fees change, you will be given at least one month's written notice (correspondence sent to the last known address by ordinary post will be treated as adequate notice).

- 8. Direct Debit changes** – Following a decrease in monthly fee or variation in discount available to you, your Direct Debit will be changed at the next available collection date. 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.
- 9. Your responsibilities** – The date of birth and weight of your pet(s) entered on your Pet Health Plans Application Form will be the date of birth and weight used to determine the fee category your pet(s) falls into. If the month of birth is unknown, we will use 1st January of the specified year for this purpose. If the year of birth is unknown, an estimate should be made.

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 the Contract immediately by giving notice to that effect.

If your personal details change, you should notify The Practice Business. If your pet is lost or deceased, you should notify your practice and The Practice Business.

- 10. Ending the Contract** – You may cancel your Contract by contacting The Practice Business or your practice within the cancellation period, which is 14 days following the start of your Contract. Following this period, you may end the Contract by giving not less than 21 days' notice to your practice and to The Practice Business, expiring on the last day of a month. The practice may end the Contract by giving you written notice expiring on the last day of a month, after no less than one month's notice.
- 11. Non-payment of one fee** – If we fail to collect a monthly payment The Practice Business will inform you accordingly and attempt to collect two payments from your account in the following month.

Non-payment of two fees – If you default on two successive payments, The Practice Business will inform you your Contract has been subsequently cancelled.

Refunds – If The Practice Business (acting on behalf of your practice) agrees to refund your fees for whatever reason, your registration for those months will be treated as unpaid and the conditions relating to non-payment will fully apply to you.

- 12. Clinical Records** – By signing the Pet Health Plans Application Form, you consent to the disclosure of your pet's medical notes and other records for the purpose of any review, assessment or consideration of the care provided by your practice, which may take place under the terms of their membership of Pet Health Plans; but not for any other purpose without your further consent.

- 13. Variation of these terms and conditions** – The terms and conditions of this Contract may be varied on one month's written notice given to you by your practice. If you do not wish the Contract to continue having regard to any variation notified to you, you may end it as detailed in condition 10. If you do not do this by the time the notice expires, you will be deemed to have accepted the variation.

- 14. Contract not transferable** – As your Contract is between you and your practice alone, you may not transfer it to another practice. If you need to change to another participating practice, a new Contract will be required and the monthly fees may be different.

- 15. Treatment outside the Contract** – This Contract does not prevent you and your practice agreeing that they will provide treatment outside your entitlement under the Contract. You will be responsible for paying for such treatment.

- 16. Liability** – The Practice Business administers Pet Health Plan registrations and collects monthly fees on your practice's behalf.

This Contract is not with The Practice Business and The Practice Business has no liability to a member of Pet Health Plans (whether in respect of negligence, breach of Contract, defective or unsatisfactory treatment, or otherwise) in connection with any Contract it administers on your practice's behalf.

- 17. Disputes** – Your practice has an in-house complaints procedure. If you are unhappy with any aspect of your pet's veterinary care, you should approach your practice directly.

- 18. Notices** – Any notice given to you by your practice under these terms and conditions is considered valid if The Practice Business gives it to you on your practice's behalf. Any notice given by your practice or The Practice Business is valid if sent to your last known address by ordinary post.

- 19. Pet Health Plans services** – The Practice Business may record and monitor telephone calls for training purposes and for use in the event of any subsequent queries.

Governing Law and Jurisdiction – Both parties agree that this Agreement shall be governed by and construed in accordance with the Law of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

Pet Health Plans are administered on behalf of the practice by The Practice Business. Correspondence Address: The Practice Business, Victoria Road, Winchester SO23 7RG, UK.

The Practice Business is a trading name of Denplan Limited, incorporated in England and Wales with registered number 1981238, whose registered office is at Hambleton House, Waterloo Court, Andover, Hampshire SP10 1LQ.