



## Terms and conditions of Rowan Veterinary Centre's Pet Health Club membership

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

These Terms of Service (the "**Terms**") are a binding legal agreement between you and Rowan Veterinary Centre LTD, ("**Practice**," "**we**," "**us**" and "**our**"). They govern your subscription to the applicable pet health plan that we offer, such plan covering the treatment specified by us to you upon you subscribing to the plan (the "**Pet Health Club**") and shall be read as a supplement to any existing terms and conditions and/or agreement between us.

By subscribing for the Wellness Plan you accept these Terms. If you do not agree with these Terms you should not accept them. IN PARTICULAR PLEASE NOTE THAT THIS IS A YEARLY SUBSCRIPTION WHICH AUTO-RENEWES. IF YOU CANCEL PARTWAY THROUGH A YEAR YOU WILL STILL BE LIABLE FOR CERTAIN FEES (SEE PARAGRAPHS 4 AND 5 BELOW). PLEASE ALSO NOTE THAT FEES MAY CHANGE AS A RESULT OF YOUR PET'S WEIGHT AND/OR OTHER FACTORS CHANGING – SEE PARAGRAPH 9 BELOW.

You understand and agree that we may change the Terms and that any such changes will be effective immediately when we notify you of such changes. Your continued access and use of the Wellness Plan after we post the modified Terms will constitute your agreement to be bound by the modified Terms.

### **1. The Pet Health Club**

By subscribing to the Pet Health Club, your Pet (being the animal named as the specific beneficiary of the Pet Health Club), shall be entitled to receive:

1. 1 vaccination per plan year (or 1 vaccination course).
2. 12 months' worth of parasite products per plan year.
3. 50% off Kennel Cough vaccination (dogs only).
4. 50% off microchip.

When joining the Pet Health Club you are accepting these terms and conditions. It is important to read them carefully, and please ask a member of staff if you have any queries.

1. The Pet Health Club is a rolling annual preventative healthcare programme. The Pet Health Club is not an insurance policy.
2. The fee for your pet will be determined by its species, age and weight.
3. Of course, your pet can still receive treatment outside the scope of the Pet Health Club and this will be charged in accordance with the practice's normal fees, terms and conditions.
4. Subscription to the Pet Health Club does not entitle your Pet to: (a) any insured benefit and these Terms are not a substitute for pet insurance; (b) any treatment provided by the Practice outside normal business hours and/or the Practice's business location; and/or (c) any treatment carried out after termination or expiry of these Terms.
5. The Pet Health Club is available to your Pet only and is not transferable to another pet or to any other veterinary practice. Any treatment that your Pet receives by any practice other than the Practice shall not be covered by the Pet Health Club.
6. These Pet Health Club terms and conditions should be read in conjunction with any additional information including, but not limited to, literature provided by the practice detailing what is included in the Pet Health Club. That literature forms part of these terms and conditions.

## **2. Your responsibilities**

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 Pet Health Club.

If we are unable to maintain your pet's health because you haven't followed guidance or attended the practice we may need to terminate your membership. Termination would be in writing as outlined below, and with immediate effect. Products need to be collected regularly throughout the year to ensure maximum protection. Items that have not been collected or items that have lapsed outside of the plan year will not be available in bulk or refunded. If you lose or misplace any products you will be required to purchase replacements outside of the plan and at full purchase price.

## **3. Duration and Termination**

Your subscription to the Pet Health Club shall commence on the date that you sign-up to the Pet Health Club and shall continue for an initial period of one year, unless otherwise terminated early in accordance with these Terms.

At the end of this initial term or any renewal term, your subscription shall automatically continue for further yearly periods unless either of us terminate it no later than one month prior to the end of the initial term or any renewal term (as applicable). If you wish to terminate your subscription part-way through the year you may do so but shall be charged retrospectively for the full price of any products and services received during the course of your membership to the termination date, minus any fees received to date.

You may cancel your membership on your anniversary date (which is the anniversary of the date you joined) by giving us not less than two weeks notice.

Unpaid bills relating to your membership fees, treatment received or medicines dispensed will be handled in accordance with our standard terms and conditions (available on request) and may be referred to a third party debt collection agency.

With regard to this agreement, either party wishing to give notice to the other should do so in writing. 'In writing' includes emails, letters sent by post, or delivered by hand. When we write to you by post, we will use the address most recently provided. ***If you wish to write to us, please use the email address [admin@rowanvets.co.uk](mailto:admin@rowanvets.co.uk) or send letters to Rowan Vets Pet Health Club, Administration, Hillock Lane, Warton, Preston, PR4 1TP.***

#### **4. Fees**

You shall pay the applicable monthly fee for the Health Care Plan by direct debit (facilitated by Stripe), such direct debit being charged on the date on which you subscribe to the Wellness Plan and each month thereafter. You shall be charged such price as shall be displayed to you in accordance with our pricing from time to time for that applicable Health Care Plan, subject to factors such as your pet's species, age and weight. Your pet shall still be entitled to receive treatment outside the scope of the Health Care Plan and such fees shall be charged in accordance with our normal fee terms and conditions.

By agreeing to these Terms, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of us enabling payment processing services through Stripe, you agree to provide us with accurate and complete information about you and your business, and you authorise us to share it and transaction information related to your use of the payment processing services provided by Stripe.

We may change the terms of your Health Care Plan and any associated fees prior to the start of your new yearly subscription, subject to always providing you with one month's prior written notice of the same, such notice being sent to your registered e-mail address. If you do not accept such changes then you may terminate these Terms in accordance with section 3 above. Any changes in fees will then commence with effect from the start of your next subscription period. It is your responsibility to ensure that you have an up to date e-mail address on our system so that you receive any such notices accordingly.

We may also change our fees as a result of your pet's weight and/or other health specifics changing. Such change in fees shall be notified to you in writing and shall take effect on the date specified by us in such notice.

All other fees due to us for any treatments not covered under the Wellness Plan shall be payable directly to us and shall not be covered by these Terms.

Should you need to change your bank details or Direct Debit collection date you must notify us at least 10 working days prior to the next fee collection date.

If you do not pay the fees for the Wellness Plan on time in accordance with these Terms, this shall be deemed a material breach of these Terms. After a failed Direct Debit payment, Stripe will re-present the payment request to your bank after 3-5 working days. If the second payment request also fails, a second administration charge may be added to your account. A third and final payment request will be made to your bank after a further 3-5 working days. If this payment request is unsuccessful we shall automatically terminate your access to the Wellness Plan and shall charge you the full price of any products and services received during the course of your membership, minus any membership fees received to date.

## **5. Personal data**

Collection and use of your personal information in connection with these Terms is described in our Privacy Policy.

Rowan Veterinary Centre Ltd may record and monitor inbound and outbound telephone calls for training purposes. These calls may also be referred to in relation to any future queries.

You have the right to see your personal data. If you have any queries about the data we hold, or how we use it, please write to either Rowan Veterinary Centre, Data Manager, Hillock Lane, Warton, Preston, PR4 1TP or email [datamanager@rowanvets.co.uk](mailto:datamanager@rowanvets.co.uk)

## **6. Complaints**

Should you ever have cause to complain about the service you receive, please follow the practice's normal complaints procedure by emailing your concerns to [admin@rowanvets.co.uk](mailto:admin@rowanvets.co.uk)

*PetsApp Ltd is a company registered in England and Wales with company number 11502857 whose registered office is at Flat 1168, Queens Road, London, SE15 2HP*

*Rowan Veterinary Centre Ltd is a limited company registered in England and Wales with company number 05027378 whose registered office is at 35 Alexandra Road, Kirkham, Preston, PR4 3JE*