

Please complete this form accurately and in full using **BLOCK CAPITALS** and a ball point pen. Failure to do so will result in the form remaining **unprocessed**, and your practice being notified.

Practice Details

Practice name:

Practice number: Joined by:

Client Details (this is the person who holds the contract and pays for the plan)

If you have joined before, please tick and enter your membership number if you have it Member no:

A membership fee of £10.00 will be collected with your first payment.

Title: First name:

Surname:

Date of birth: Practice client system ref.

Address:

Primary tel: Postcode:

Secondary tel:

Email address:

Pet Owner/Secondary Contact (leave blank if same as payer)

Name:

Primary tel:

Email address:

Data Protection Act

To set up and administer your animal health plan, Denplan Limited trading as Simplyhealth and your veterinary practice will hold and use information supplied by you. By signing this form, you confirm that you consent to such use of this personal data. We may disclose information about you when there is a legal requirement for us to do so and to people who provide a service to us on the understanding that they will keep the information confidential and in accordance with the Data Protection Act 1998. This can include companies operating outside the United Kingdom and the European Economic Area (EEA), and to persons engaged in fraud detection and prevention.

Simplyhealth may contact you with details of its other products and services and we may also share some of your details with other companies within Simplyhealth Access to enable them to contact you with details of their products and services. We may contact you by post, telephone, or electronically if appropriate. If you do not wish us to contact you by post, please tick: If you wish us to contact you by email, please tick: If you wish us to contact you by SMS, please tick:

Contract

I confirm that I have read and understood the Agreement printed overleaf and wish to join Simplyhealth or join a new or additional pet. I am 18 years old or over. I confirm I have completed this form accurately and in full. I acknowledge that the form will be returned to the practice if there are any errors or omissions.

Signature of payer: Date:

Signature on behalf of practice: Date:

Pet Details (enter details of new and additional pets only - to be completed by the practice)

	Pet 1	Pet 2	Pet 3
Name			
Species (circle as appropriate)	Cat/Dog/Rabbit/ Horse/Other	Cat/Dog/Rabbit/ Horse/Other	Cat/Dog/Rabbit/ Horse/Other
Date of birth (refer to section 9 overleaf)	/ /	/ /	/ /
Breed (e.g. Persian, Labrador, etc.)			
Gender (circle as appropriate)	Male/Female	Male/Female	Male/Female
Actual or expected adult weight (kg)			
Plan category (e.g. Kitten, Senior, etc.)			
Monthly price			
Additional monthly price			
Plan start date	01/ /	01/ /	01/ /
Practice pet system ref.			

If you would like to join more than three pets, please complete an additional form and attach it to this form.

Instruction to your Bank or Building Society to pay Direct Debit



Please fill in the whole form using a ball point pen and send to: Simplyhealth, Victoria Road, Winchester SO23 7RG.

Name and full postal address of your Bank or Building Society

To: The Manager

Bank/Building Society

Address

Postcode

Service User's Number

Reference

Instruction to your Bank or Building Society

Please pay Denplan Ltd Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee.

I understand that this Instruction may remain with Denplan Ltd and, if so, details will be passed electronically to my Bank/ Building Society. Banks and building societies may not accept instructions from some types of accounts.

Name(s) of Account Holder(s)

Bank/Building Society account number

Branch Sort Code

Signature(s)

Date

Banks and Building Societies may not accept Instructions for some types of accounts

The Agreement between you and your veterinary practice

Welcome to your animal 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).

Your veterinary practice's animal health plan is administered by Denplan Limited trading as Simplyhealth for and on behalf of your veterinary practice. Simplyhealth'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.

The following points make up the 'terms and conditions' of your Contract with your veterinary practice and are effective from 1st July 2016. 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 health plan 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 health plan 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 any other contractual terms between you and your veterinary practice which you have signed; 'your veterinary practice' and 'your practice' means the veterinary practice named on the Application Form; "you" means the Payment Plan holder who has signed the Application Form; and "we" and "our" means Denplan Limited trading as Simplyhealth, a company incorporated in England and Wales with registered number 01981238 and whose registered office is at Hambleton House, Waterloo Court, Andover, Hampshire SP10 1LQ.

2. Plans, categories and fees

The cost, content and delivery of the goods and/or services paid for by this Contract are agreed between you and your practice.

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 healthcare 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 Simplyhealth 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 or annual 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 will 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, unless in the meantime you end the Contract.

9. Your responsibilities

The date of birth and weight of your pet(s) entered on your 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). Products included in the plan must be collected within 3 months of treatment becoming due, unless your practice notify you otherwise in writing. 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 Simplyhealth. If your pet is lost or deceased, you should notify your practice and Simplyhealth.

10. Ending the Contract

You may cancel your Contract by contacting Simplyhealth 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 Simplyhealth, 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.

If you cancel at any time other than on an anniversary of joining the plan, your practice may charge you either the outstanding amount for treatment received, or the monthly payments due until the anniversary of your plan, whichever is lower.

11. Non-payment

Non-payment of one fee: If we attempt but are unable to collect a monthly payment Simplyhealth 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, Simplyhealth will inform you your Contract has been subsequently cancelled.

Refunds: If Simplyhealth (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 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 animal health plan; 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. If the practice is sold, this contract may be transferred to a new owner by notice in writing from a partner of the practice to you.

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

Our role is to provide administration services relating to your Payment Plan on behalf of your practice, specifically registering and collecting your payments. As such we accept no liability to you (whether in respect of negligence, breach of contract, defective or unsatisfactory treatment, or otherwise) in connection with your Payment Plan or any goods or services provided under it to you by your practice. We have no obligation to pay to your practice any monies not received from you, even if treatment has been received.

17. Disputes

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 Simplyhealth gives it to you on your practice's behalf. Any notice given by your practice or Simplyhealth is valid if sent to your last known address by ordinary post.

19. How we use the information we hold about you

If you have a Contract, we need to know, for example, your name, address, date of birth. We may also take your phone number and email address. In order to take payments and to pay claims, we will need your bank account details.

Simplyhealth may record and monitor telephone calls for training purposes and for use in the event of any subsequent queries.

We will hold and use information relating to you. We call this information personal data. The main purpose which we hold and use personal data for is to enable us to service the contract that you have purchased and to administer your plan. Other purposes which we use personal data for are to improve our services to you and our other clients, to comply with legal obligations which we are subject to, to protect our interests and for fraud detection and prevention.

We may also share your personal data with persons who provide a service to us or act as our agents, and where we have a duty to provide that data (such as to regulatory bodies), or if the law allows us to do so, or if the person who asks for the data has a lawful interest in seeing the data.

By law we must have measures in place to protect data. As a result we have strict rules to protect the storage and use of all data. These rules apply to anyone who uses the data, even if they are not part of

Simplyhealth's group of companies (we make sure that our contracts include clauses to protect data). We may send your personal data outside the European Economic Area. If we do this, we put contracts in place to ensure that the data will be kept confidential. Our processes also include protection for our buildings and IT systems. To check that these measures work we run independent audits on a regular basis.

Simplyhealth is registered as a data controller with the Information Commissioner's Office, number Z6736201. If you have any questions about the personal data that we hold and how we use it, please write to: The Data Protection Officer, Simplyhealth, Hambleton House, Waterloo Court, Andover, Hampshire, SP10 1LQ United Kingdom.

We keep your personal data for seven years after the policy has been cancelled.

You have the right to see your personal data that we hold. You also have the right to ask us to amend data that is incorrect. You can ask us to delete data, or not use it in certain ways. You have the right to move, copy or transfer your personal data. We will agree to any reasonable request unless it means that we cannot service your Contract. You'll need to contact the Data Protection Officer to do this.

If we have relied on your consent to process your data at any point, you can change your mind at any time. But if this means that we cannot service the Contract, we may have to cancel it.

We and other companies within the Simplyhealth group may use your information to keep you informed about products and services that may be of interest to you including, where you have agreed with Simplyhealth, from carefully selected third parties.

You can contact our Data Protection Officer, or the Information Commissioner's Office (ICO) for the United Kingdom. You can call the ICO on 0303 123 1113 or 01625 545 745, or email the ICO at casework@ico.org.uk

20. 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.



The Direct Debit Guarantee

- This 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 your Direct Debit Denplan Limited will notify you 3 working days in advance of your account being debited or as otherwise agreed. If you request Denplan Limited 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 Denplan Limited 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 Denplan Limited 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 us.