

Pet Health Club Membership Terms and Conditions

We don't like long and boring legal stuff, but when joining the Pet Health Club, you are entering into a contract with us and need to be aware of certain terms and conditions.

1. Your membership of the Pet Health Club is an agreement between you and Independent Vetcare Ireland Limited T/A Ark Vets Knocknacarra ("We", "Us", "Our" or "IVC"). Independent Vetcare Ireland is a limited company registered in Ireland with company number 633559 whose registered office is at 2 Shelbourne Buildings, Crampton Avenue, Shelbourne Road, Ballsbridge, Dublin 4, Ireland.
2. How to contact us. In the first instance, you should contact the veterinary surgery where you joined the Pet Health Club: Ark Vets Knocknacarra, Millers Hall, Knocknacarra, Galway, Republic of Ireland, +353 09 151 0131. Should you need to contact Independent Vetcare however, you may do so by telephone at +353 1 960 9117 or by email to info@thepethealthclub.ie
3. Your agreement with us is governed by the below conditions together with the Independent Vetcare Terms and Conditions of sale of supply veterinary services, pet hygiene and related veterinary and pet products which can be accessed here-<https://ivcevidensia.ie/terms-conditions/>
4. 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.

What is Pet Health Club?

5. The Pet Health Club is a rolling annual preventative healthcare programme which entitles you to certain benefits such as those set out in paragraph 6 below. The Pet Health Club is not an insurance policy.
6. You will receive discounted products and services during the course of your membership including, but not limited to, annual vaccines, flea & worming treatment and a full health check with one of our veterinary surgeons. Full details of what is included in your membership are included in your membership sign-up pack.
7. Your membership fees will be collected monthly or annually depending on the option you have chosen and will continue to roll on until such time as the plan is cancelled by the pet owner or veterinary practice as per the terms and conditions set out in points 18-21 of this document.
8. 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.

Your responsibilities

9. You are responsible for ensuring your pet attends the veterinary surgery to receive treatments when required, or treatments/items are collected from your veterinary practice, depending on the treatment/item. If in the reasonable opinion of your veterinary practice, they are not able to maintain your pet's health due to any act or omission on your part, your veterinary practice may end your contract with immediate effect

Membership Fees and Payment Terms

10. Your membership fees will be collected via a direct debit card payment on a monthly basis.
11. We use Easy Direct Debits Limited to collect card payments on our behalf, and your bank statements will show a payment to Pet Health Club. Easy Direct Debits Limited is a company registered in England and Wales with company number 09633942 whose registered office is at Ebenezer House, 5a Poole Road, Bournemouth, BH2 5QJ. For the avoidance of doubt, your agreement is with IVC T/A Ark Vets Knocknacarra. Easy Direct Debits Limited merely provide support to IVC, which includes transferring your payments.
12. Membership for each pet will renew automatically on the anniversary of the date that your pet joined the Pet Health Club.
13. We will tell you in advance, in writing, if there is going to be a change in membership fees on your renewal date. We will always give you at least 30 days' notice of any change in fees as a result of our annual review.
14. If a card payment fails, we will re-present our payment request to your bank after 3-5 working days. Failed payments e.g. because of a lack of available funds, cause a significant increase in administration costs for the practice. We reserve the right to charge an administration fee of €5 for each failed payment. This administration charge will be added to your account.
15. If the second payment request also fails, we will make a third and final payment request to your bank after a further 3-5 working days. If this payment request is unsuccessful, your Pet Health Club membership will be cancelled automatically and your pet will no longer receive the associated benefits and discounts.
16. If your Pet Health Club membership is cancelled automatically because of failed card payments or you break the contract early then your account will be reviewed and we will charge you retrospectively the full price of any products and services received during the course of your membership, minus any membership fees received to date.
17. Your Membership can only be transferred to an approved practice that is owned by IVC Evidensia Ireland Limited and cannot be transferred to another practice outside of the Independent Vetcare Ireland Limited. If you wish to transfer your contract to another approved practice, please ask your veterinary practice for details.

Ending our agreement / cancelling your membership:

18. 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.
19. If you cancel your membership before your anniversary date, we will review your account and, where applicable, charge you retrospectively the full price of any products and services received during the course of your membership, minus any membership fees received to date.
20. We may end our agreement by giving you written notice as outlined below.
21. 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.

How we use your information

22. Our use of your personal data is governed by the General Data Protection Regulation ((EU) 2016/679) ("GDPR") which is directly applicable in Ireland and in all EU member states. The supplementary Data Protection Act 1988 to 2018 exercises the derogations permitted under the GDPR and extends the GDPR framework to other general data processing covered by domestic law.
23. We will use your personal information to:
 - (a) register you as a member of the Pet Healthcare Club;
 - (b) provide the veterinary services and products to your pet;
 - (c) process your payments;
 - (d) manage your relationship with us;
 - (e) enable you to participate in a prize draw, competition or complete a survey.
 - (f) improve our website, products/services, marketing or customer relationships;
 - (g) inform you about the products and services that we or selected third parties provide, but you may stop receiving these at any time by contacting us; and
24. We may share your personal data within the IVC group / with external third parties. More detail can be found here <https://ivcevidensia.ie/privacy-policy> or by requesting a copy of our privacy policy.
25. We may transfer, store and process your personal data outside the European Economic Area. More detail can be found in our privacy policy at <https://ivcevidensia.ie/privacy-policy>
26. Under certain circumstances, you have rights under data protection laws in relation to your personal data including the right to receive a copy of the personal data we hold about you and the right to make a complaint at any time to the Data Protection Commissioner's Office, the Irish supervisory authority for data protection issues (www.dataprotection.ie).
27. In order to provide the services above, we use selected third parties to process your data. We use Easy Direct Debits Limited to administer payments for your Pet Health

Club membership. The legal basis for the transfer to and processing of your personal data by Easy Direct Debits Limited is our legitimate business interest.

28. Easy Direct Debits Ltd may record and monitor inbound and outbound telephone calls for training and quality purposes. These calls may also be referred to in relation to any future queries.
29. We will take all reasonable precautions to ensure the security of your data. Your data will not be shared with anyone else unless there is a legal basis for us to do so.
30. Under data protection legislation you have certain rights in relation to our (and our third party sub processors) use of your personal data. For a summary of these rights, please see our privacy policy at <https://ivcevidensia.ie/privacy-policy> . If you have any queries about the data we hold, or how we use it, please write to Ark Vets Knocknacarra, Millers Hall, Knocknacarra, Galway, Republic of Ireland.

Miscellaneous

31. With regard to this agreement, either party wishing to give notice to the other should do so in writing. 'In writing' includes letters sent by post, or delivered by hand.
32. When we write to you by post, we will use the address most recently provided. If you wish to write to us, please send letters to Pet Health Club Administration, Ark Vets Knocknacarra, Millers Hall, Knocknacarra, Galway, Republic of Ireland.
33. Should you ever have cause to complain about the service you receive, please follow the practice's normal complaints procedure (available on request).
34. These Terms are governed by Irish law and you can bring legal proceedings in the courts of Ireland.

