

## IVC Healthy Horse Club

### The Agreement between you and your veterinary practice

Welcome to the Healthy Horse Club from your veterinary practice. This contract is between you and your veterinary practice. Your plan is administered by The Animal Healthcare Company for and on behalf of Your Veterinary Practice. This includes passing the fees on to your veterinary practice on a monthly basis.

The following points make up the terms and conditions of the contract between you and your veterinary practice. These are very important and we recommend that you read them carefully at the start of your horses plan.

#### 1. Definitions of terms used:

**Contract** means the plan agreement between you and your veterinary practice, to which you have agreed and which comprises these terms and conditions

**Your veterinary practice** means the veterinary practice where you have joined the plan

**You** means the holder of the plan who has agreed to the terms and conditions and who is named as the primary contact for the plan in our records

**Your horse** means the animal named when joining the plan and the beneficiary of treatment under the plan

**Plan** means the Healthy Horse Club plan offered by your veterinary practice that covers specified treatment required to maintain your horses' health

**Plan year** means an iterative cycle of twelve consecutive months starting from the beginning of the contract and any 12-month period thereafter

**Your monthly plan fee** is the monthly amount charged by your veterinary practice to cover the cost of the treatment provided to your horse under the terms of this contract

**An approved practice** is a practice owned by Independent Vet Care Ltd

#### 2. Treatment to which your horse is entitled:

The contract entitles your horse to receive the routine and preventive treatment required to maintain their health as prescribed by your veterinary Practice.

This currently includes annual vaccination for Flu and/or Tetanus<sup>^</sup>, three faecal worm egg counts, one routine dental with sedation if required\* (one per plan year), one wormer per year as advised by the veterinary practice 10% discount on own brand supplements+, selected lifetime medications~ and further dental treatments.

\*Routine dental treatment only, by hand or motorised equipment. Does not include extractions complex procedures or further investigations. Sedation as required for dental treatment only

<sup>^</sup>Includes visit fee to give vaccination - must be booked at least 7 days prior to visit

+Applies to own brand supplements as stocked by the veterinary practice. Subject to availability

~ Lifetime medication discount only available on a prescribed list of medication, please speak to your veterinary practice for further information

Your veterinary practice reserve the right to review and amend plan content as they see fit giving no less than one months' notice to the plan holder.

### **3. Treatment to which your horse is not entitled:**

This Contract is limited to the provision of routine preventive health care and only entitles your horse to the treatment required to maintain its health, as specified by your veterinary practice. There is no insured benefit under the contract, and this contract is not a substitute for horse insurance.

The contract **does not** entitle your horse to:

- The cost of examinations or visits that may or may not precede clinical treatment
- Any treatment deemed clinically necessary by your veterinary practice in the event of illness (short-term or long-term) and injury
- Any medications or general health improvers (such as vitamins or 'nutraceuticals')
- The cost of food, including prescription and special dietary food
- Any treatment after the plan has been cancelled

### **4. Treatment of other animals**

The Contract is for the horse named when joining the plan and is not transferable between animals.

### **5. Treatment at another surgery**

Your contract is between you and your veterinary practice.

Should you chose have routine preventive treatment anywhere other than your veterinary practice, treatment **will not** be covered by this contract.

### **6. Monthly plan fee**

Your monthly plan fee will be determined by your veterinary practice.

### **7. Payment of fees**

Your contract is a monthly contract and will continue from month to month until it is ended by either you or your veterinary practice. You must pay the monthly fee by direct debit in favour of The Animal Healthcare Company as collecting agent for your veterinary practice. Any other amounts due to your veterinary practice for treatment not covered by this contract are payable directly to your veterinary practice. Your veterinary practice reserve the right to suspend your plan until any overdue debt to the surgery is paid in full. Your liability to pay the monthly fee continues until the contract is ended in accordance with these terms and conditions (see section 10). No refund of fees will be allowed except in the case of an administrative error.

### **8. Alteration of monthly plan fees**

Your veterinary practice will normally review your horse's monthly plan fee once a year and our monthly Plan fee may change as a result. You will be given at least one months' notice of any

changes to your monthly fee and any notice sent to the payer's email address (if provided) or last known postal address will be treated as adequate notice.

### **9. Direct Debit Changes**

Following a decrease in your monthly fee, your monthly plan fee will be changed at the next available direct debit collection date. Where you are given notice of an increase in your monthly fee, your monthly plan fee will be increased at the end of the notice period. If you need to change your bank details or Direct Debit collection date, please contact The Animal Healthcare Company at least 10 working days prior to the collection due date.

### **10. Your responsibilities**

You are responsible for ensuring your horse is booked in to receive treatments, or treatment/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 horse's health due to any act or omission on your part, your practice may end the contract with immediate effect.

### **11. Ending the contract**

You may cancel the contract by giving no less than one calendar months' notice in writing to your veterinary practice or The Animal Healthcare Company expiring on the last payment date. 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.

Your veterinary practice may end your contract for any reason by giving you not less than one months' notice and notice given, will be deemed valid if sent to the payer's last known postal address.

If in the reasonable opinion of your veterinary practice, they are not able to maintain your horse's health due to any act or omission on your part, your practice may end the Contract with immediate effect. Your practice may also end this contract if in their reasonable opinion you, and or any person who is involved to your horse's care, are aggressive and/or abusive to any of your veterinary practice's staff

### **12. Non-payment**

If The Animal Healthcare Company is unable to collect your monthly plan fee, they will inform you in writing and attempt to collect the fee from your bank account within 10 days. Your horse's entitlement to treatment under the plan will be suspended during this time and will only recommence once cleared funds have been received by your veterinary practice. Your contract will be terminated on the third consecutive attempt to collect payment. If you wish to reinstate the plan following termination, you will need to contact The Animal Healthcare Company. The Animal Healthcare Company will contact your veterinary practice for prior consent. Any request to reinstate the plan after three months will be subject to a new assessment and joining fee.

The Animal Healthcare Company will charge an administration fee of £10 if any of your Direct Debit payments are returned by your bank as unpaid.

### **13. Refunds**

If your monthly payment is refunded by The Animal Healthcare Company for whatever reason, the plan will be subject to the conditions of Non-Payment (see Section 11) for those months that have been refunded.

### **14. Variation of these terms and conditions**

The terms and conditions of your contract may be varied by your veterinary practice or by The Animal Healthcare Company on your veterinary practice's behalf. You will be given at least one month's written notice of any changes. Details of the variation will be sent to the plan fee payer's last known postal address.

If you don't want to accept the changes you have the right to cancel – in line with Condition 11. You will not have to pay any more than one month's plan fee if you are cancelling because of the variations to the terms. You will be deemed to have accepted the variations after the one month's notice period expires if you have not cancelled the plan.

### **15. Liabilities**

The Animal Healthcare Company administers your Horse's plan on behalf of your veterinary practice. The contract is not with The Animal Health Care Company, and The Animal Healthcare Company has no liability to you whether in respect of tort (including negligence), breach of contract, defective or unsatisfactory treatment in connection with any plan it administers on behalf of Your veterinary practice. This does not affect any right or remedy you may have against your veterinary practice.

The Animal Healthcare Company has no obligation to pay to your veterinary practice any fees not received by us from you, or any monies owed to You by your veterinary practice.

### **16. Your personal data**

We operate strict procedures to ensure that your personal data is kept safe and secure. The main purpose for which The Animal Healthcare Company holds and uses your personal data is to enable the administration of your horse's Plan.

Your personal data may be shared with other relevant persons involved in the administration of Your horse's Plan (for example the horse owner if different to the plan payer) and other persons appointed by the plan holder (for example under a power of attorney arrangement). Your personal data may also be shared with persons who provide administrative services to The Animal Healthcare Company, including companies operating outside of the United Kingdom and the European Economic Area (EEA), and to persons engaged in fraud detection and prevention. Your personal data may also be used for market research to improve the services offered to you and to provide You with offers of products and services from the Animal Healthcare Company and the Simplyhealth group.

You have the right to know what personal data is held about you, why it is held, how it is used, how long it is held and to whom it is disclosed. If you wish to find out about any of these things or if you would like to change your personal data preferences please write to The Data Protection Officer, The Animal Healthcare Company Ltd, Victoria Road, Winchester, S023 7RG.

Upon joining the plan, You also consent to the disclosure of Your horse's medical records to your veterinary practice for the purpose of review and assessment in advance of joining the plan.

### **17. Complaints and disputes**

All complaints or disputes relating to treatment should be directed to your veterinary practice in accordance with their in-house complaints procedure.

Should you have a complaint about the administration of your plan please contact the Head of Customer Services (Vets) at The Animal Healthcare Company Ltd, Victoria Road, Winchester, SO23 7RG or email at [info@animal-healthcare.co.uk](mailto:info@animal-healthcare.co.uk).

**18. Governing law and jurisdiction**

This contract shall be governed by and construed exclusively in accordance with the Law of England and Wales.

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