

Terms of Sale for Veterinary Services

(including subscription services for Pets 1st Health Club and Pets 1st Health Club Plus – see relevant sections in this document relating to each plan)

These terms include important information - please read them carefully. We recommend that you print a copy of these terms for future reference.

By buying veterinary products or services from us through our website or in our practice, you accept and agree to be bound and abide by these terms. If you do not agree to these terms, you must not buy veterinary products or services from us through our website or in our practice.

Our Terms

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply veterinary services to you when you are a consumer. Different terms and conditions apply if we supply veterinary services to you when you are a business. If you are a business, you acknowledge that when you register on our website you are only registering your interest in receiving further information from us about our veterinary services, and no contract exists between us until we sign a contract on those business terms and conditions. For the purposes of these terms, we regard you as a “business” with respect to the treatment of a particular animal if the owner of that animal is a corporate body or a partnership or if the predominant purpose for which you keep that animal is to generate ongoing revenue.

1.2 Other terms that apply. The following terms also apply (available on our website) in the following circumstances:

Our Privacy	This applies when you provide us with any personal data. It
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Policy	explains what personal data we collect and how we use it.
Our Complaints Policy	This explains how you can make complaints about our veterinary services and how we will deal with them.

1.3 Why you should read them. Please read these terms carefully before you submit your register to receive services from us. These terms tell you who we are, how we will provide products and services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. Information about us and how to contact us

2.1 Who we are. We are Independent Vetcare Limited, trading under the name of the practice named on the website.

2.2 Our company details. Our company details are as follows:

Business Name	Pets 1 st Health Club
Company Name	Independent Vetcare Limited
Registered Address	The Chocolate Factory, Keynsham, Bristol, BS31 2AU
Place of Registration	England and Wales
Company Number	07746795
VAT Number	115141658

2.3 How to contact us. You can contact us directly at the contact details published on our website.

2.4 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when you register with us.

2.5 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 You can register with us in our practice. If you register with us in our practice, our acceptance of your registration will take place when the practice confirms to you that we have accepted your registration, at which point a contract will come into existence between you and us. We will provide you with a copy of these terms when you register and may also send you a copy or a link to them by post or email.

3.2 You can register with us online if specified on our website. If you register with us online, our acceptance of your registration will take place when we send you an email confirming that we have accepted your registration, at which point a contract will come into existence between you and us. An email simply acknowledging or confirming that we have received your registration form shall not be treated as confirmation that we have accepted your registration.

3.3 Please note that we will only be able to contract with you if you have capacity to enter into a contract with us. By entering into a contract with us you are confirming that you have the requisite capacity and are of the legal age to be bound by the terms.

4. Our Pets 1st Health Club Plans (see additional terms below for customers of Pets 1st Health Club Plus)

4.1 Pets 1st Health Club is a preventative pet healthcare plan. It is not a pet insurance policy or intended to be a replacement for a pet insurance policy. We recommend that our clients take out appropriate pet insurance for their pet with a reputable insurer. We do not provide pet insurance or arrange pet insurance for our clients.

4.2 Your subscription is specific to your pet identified in your application. When you apply to join **Pets 1st Health Club** you will be asked to identify your pet. Your subscription is specific to that pet and cannot be used for any other pet or transferred to another pet.

4.3 Your subscription can only be used at your chosen practice. We may at our discretion agree to change your chosen practice to another participating practice (such as when you are moving house). You can request a change in your chosen practice. We will endeavour to deal with your request within 14 days. If your chosen practice no longer participates in **Pets 1st Health Club**, we will let you know by post or email (including details of alternative participating practices in your area and your rights to cancel your registration).

4.4 The veterinary services and benefits that you will receive depend on your chosen plan. These are limited to the routine preventative healthcare treatments and discounts set out in the published details of the plan. We will provide you with details of the plans available when you register to join **Pets 1st Health Club**. Your subscription does not include any of the following:

- 4.4.1 The cost of consultations that may or may not precede clinical treatment;
- 4.4.2 Any treatment, drugs, medications or general health improvers (such as, but not limited to, vitamins or 'nutraceuticals') that is not expressly included in the published details of the plan that is deemed clinically necessary by your chosen practice in the event of illness (short-term or long-term) and injury;
- 4.4.3 Any food products (including, but not limited to, prescription and special dietary food);
- 4.4.4 Treatment provided by your chosen practice outside of normal surgery hours and/or outside of the surgery; and
- 4.4.5 Any treatment that continues after your subscription has been cancelled.

4.5 Veterinary services under your subscription will be provided by your chosen practice. Your contract for the performance of veterinary services will be between you and your chosen practice and is subject to their terms and conditions - please read their terms carefully before you agree to receive services from them. You will not be required to pay the practice for those veterinary services covered under your subscription (up to any limits set out in your chosen plan). You will be responsible for paying your chosen practice directly for veterinary services not included in your subscription.

4.6 We may make changes to the veterinary services and benefits under your subscription. We may do so annually when the contract automatically renews or during a contract year if any veterinary services or benefits under your subscription are no longer available and will let you know at least 30 days before the change will take effect. If you do not agree to the change, you may end the contract by letting us know at least 7 days before the date that the change will take effect.

5. Term of your subscription

5.1 Your subscription is an annual rolling contract. The price of your subscription is based on the provision of veterinary services and benefits over a 12-month period. Your subscription starts when we or the relevant practice confirms to you that we have accepted your application to join **Pets 1st Health Club** and continues for a 12-month period and

then automatically renews for successive 12-month periods (each 12-month period being referred to in these terms as a “contract year”).

6. Your rights to end your subscription

6.1 Ending your subscription when you have changed your mind (Consumer Contracts Regulations 2013). If you apply to join **Pets 1st Health Club** online, you have a legal right to change your mind and cancel your subscription immediately within 14 days of the date that we send you an email confirming that we have accepted your application. You do not have a right to change your mind where you have started using or you have received any benefits under your subscription, even if the cancellation period is still running.

6.2 Ending your subscription if you are unable to register your pet with a participating practice. You can end your subscription immediately if your pet is not registered at a participating practice and you are unable to do so within 30 days of us accepting your application to join **Pets 1st Health Club**.

6.3 Ending your subscription where your pet has died. You can end your subscription immediately if your pet dies.

6.4 Ending your subscription because you no longer wish to maintain your subscription. You can end your subscription at any time for any reason, including a change of services or a change of price.

6.5 Ending your subscription if you do not want it to automatically renew. If you do not want your subscription to automatically renew at the end of a contract year, you must let us know at least 7 days before the end of that contract year.

7. Consequences of ending your subscription

7.1 At the end of your subscription your contract with us will automatically terminate. You will no longer be entitled to any of the benefits or discounts under your subscription.

7.2 You will be entitled to a refund of the price paid for your subscription or to pay us additional charges as follows:

- 7.2.1 If you end your subscription under clause 6.1 or clause 6.2, or we end your plan under clause 9.1, we will refund any subscription fees that you have already paid for that subscription.
- 7.2.2 If you end your subscription under clause 6.3, the subscription will be terminated free of charge.
- 7.2.3 If you end your subscription under clause 6.4 or we end your subscription under clauses 9.2 or 9.3: (i) if the value of the veterinary services and discounts that

you have received in that contract year is less than the amount that you have already paid us in that contract year, we will refund the difference to you; and (ii) if the value of the veterinary services and discounts that you have received in that contract year is more than the amount that you have already paid us in that contract year, we reserve the right to charge the difference OR the remainder of the subscription fees for that contract year, whichever is less.

7.3 Ending of your subscription and your contract with us does not affect your registration and contract with your practice. Your rights to end your registration and contract with your practice depends on the terms of that contract.

8. How to end your subscription

8.1 You must tell us that you want to end your subscription by email to your chosen practice. Please provide your name, home address, details of your pet, details of the practice at which your pet is registered and, where available, your phone number and email address.

9. Our rights to end your subscription

9.1 Ending your subscription if you don't or are unable to register your pet with a participating practice. We can end your subscription immediately if your pet is not registered at a participating practice and you don't or are unable to do so within 30 days of us accepting your application to join Pet Health Club™.

9.2 Ending your subscription because of something you have done or not done. We can end your subscription immediately at any time for any of the following reasons:

- 9.2.1 if the information that you provided to us on registration is inaccurate, incomplete or misleading;
- 9.2.2 if your pet ceases to be registered with your chosen practice (or alternative practice that we have approved under these terms) except where your pet has died; or
- 9.2.3 if you break any of the terms of the contract, including if you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due.

9.3 Ending your subscription in any other circumstances. We may end your subscription at any time for any other reason. We will write to you to let you know at least 30 days before the contract ends.

10. If there is a problem with the services

10.1 How to tell us about problems. If you have any questions or complaints about your subscription or the veterinary services that your chosen practice has provided to you or about any of our staff, please speak to the veterinary practice directly or contact us at our email address or telephone number above.

10.2 How to tell us about problems with payments. If you have any questions or complaints about any payments under your subscription or your direct debit mandate, you can contact us at the e mail address or telephone number above.

10.3 Summary of your legal rights. We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to services product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is services, for example veterinary services, the Consumer Rights Act 2015 says:

a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

11. Price and payment

11.1 You must pay the price for your subscription in advance in monthly instalments. You must pay the price for the first month to us by debit or credit card when we accept your application. After that, you must pay the price for each month to us by direct debit. We are unable to accept payments by cash, cheque, electronic payment (such as paypal) or bank transfer. We will provide you with a direct debit mandate (or a link to set up your direct debit online) when you apply to join Pet Health Club™. You must let us know about any changes to your direct debit details at least 14 days before your next payment is due.

11.2 We may take further action if your direct debit payment fails. If your direct debit payment has failed, we will re-present the payment request to your bank within 3 - 5 working days. If your direct debit payment has failed 3 times, we reserve the right at our discretion to terminate the contract immediately. We reserve the right to charge an administration fee of £10 for each failed direct debit payment to cover our additional administration costs.

11.3 We may increase or decrease the price of your chosen plan. We may do so annually when your subscription automatically renews or may also do so during a contract year if the cost of providing the benefits under your chosen plan substantially increase and will let you know at least 30 days before the change will take effect. If you do not agree to the change, you may end the contract by letting us know at least 7 days before the date that the change will take effect.

12. Our veterinary services

12.1 We will provide our veterinary services in accordance with the Royal College of Veterinary Surgeons ("RCVS") Code of Professional Conduct. The RCVS regulates veterinary surgeons in accordance with the Veterinary Surgeons Act 1966, to protect the public interest and to safeguard animal health and welfare.

12.2 Veterinary services will be provided by suitably trained and/or qualified staff. This will depend on the nature of the veterinary service to be provided in each instance. Veterinary services may also be provided by or with the involvement of other staff as part of their training and development (such as student vets, nurse and animal care assistants) under the supervision of a suitably trained and/or qualified member of staff involved in the care of your animal. You have the right at any time for them not to provide or be involved in the care of your animal.

12.3 We will provide veterinary services to you during our normal business hours. We will also provide emergency veterinary services to you outside our normal business hours either ourselves or by referring you to another local practice or veterinary service with whom we have an appropriate arrangement. We may change our normal business hours from time to time - please see our website for our current opening hours.

12.4 We will provide veterinary services to you at our practice set out above. We may also provide veterinary services to you at other premises where we need to access additional or specialist facilities (such as MRI scanners) or to provide emergency veterinary services to you outside our normal business hours. You must comply with

any health and safety instructions that apply at those premises, and you are responsible for any belongings that you bring to or leave at those premises. We may, at our discretion, agree to provide veterinary services at any other location that you request (such as your home or stables). You are responsible for making sure that they are safe and accessible by our staff.

12.5 You are responsible for making appointments to receive veterinary services. You can do so in person, or by contacting us at the email address, phone number or (where available) by using the online booking system on our website set out above. We do not guarantee that appointments will be available at your preferred time. We reserve the right to refuse to provide veterinary services if you attend our practice without an appointment or if you are not present at our practice in time for your appointment.

12.6 We will normally agree a treatment plan with you following an initial consultation and in advance of any further treatment. However, we reserve the right to provide such veterinary services as are reasonably necessary, in the professional judgement of our staff acting in the best interest of your animal, without first agreeing a treatment plan with you (such as in an emergency).

12.7 We can accept and rely on instructions and information from your representatives who bring your animal to our practice. This includes, for example, your family members, pet kennels and pet sitters. You can contact us at the address, email address or phone number above to let us know who is authorised or not authorised to represent you. We reserve the right at our discretion to refuse to accept instructions from them (such as if they are under 18 years old or we reasonably believe that they are not authorised to represent you) or to require proof that they are authorised to represent you.

12.8 We reserve the right at our discretion to decline to provide veterinary services. You are free at all times, at your own cost, to seek or request a second opinion on or concerning any veterinary services that we have provided.

12.9 We are not responsible for delays outside our control. If our supply of the veterinary services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if

there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

12.10 Your animal's medical records (including) are our property. This includes test results, x-rays, MRI scans and ultrasounds. You may ask us to provide a copy of your animal's medical records to another veterinary service provider (such as an out-of-hours service or if you are moving to another veterinary practice) by sending us a written request to the address or email address above. We will process your request within a reasonable period of time. We reserve the right at our discretion to charge a reasonable fee for doing so, and may require that you pay that fee and any other outstanding sums before doing so.

12.11 You are responsible for arranging animal insurance. We do not provide animal insurance or arrange animal insurance for our clients. Although you do not need animal insurance to receive our veterinary services, we recommend that our clients take out appropriate animal insurance for their animal with a reputable insurer.

13. Prescriptions

13.1 Prescriptions may only be issued by our staff who are qualified and authorised to do so. Repeat prescriptions may only be issued if a member of staff who is qualified and authorised to do so has authorised that you may request repeat prescriptions. We may, at our discretion, refuse to issue prescriptions for animals that are not registered with us as being exclusively under our care. **13.2 Prescriptions may only be issued following a clinical assessment of your animal.** We may, at our discretion, require an updated clinical assessment of your animal before issuing a repeat prescription – please make your request in sufficient time to be able to arrange an updated clinical assessment if required.

13.3 We may charge you to issue written prescriptions or repeat prescriptions. Those charges are necessary to cover, for example, the time, responsibility and professional insurance costs involved. We will advise you of the costs before issuing a written prescription.

13.4 You may choose to have prescriptions dispensed by our practice or by another veterinary practice, clinic or pharmacy. If you choose to have your prescription dispensed by our practice, we will advise you of availability and costs

before dispensing any medicinal or pharmaceutical products. You are responsible for collecting it from our practice.

14. Looking after our staff, clients and animals

14.1 We take the health, wellbeing and safety of our staff, our clients and animals in our care very seriously. We therefore take a zero-tolerance approach against intrusive, offensive, violent or aggressive behaviour. Examples of behaviour that we deem unacceptable are:

- (a) Making malicious allegations about our staff or other clients;
- (b) Derogatory racial or sexual remarks;
- (c) Offensive sexual gestures or behaviour;
- (d) Using violent, threatening or abusive language (including swearing and offensive remarks);
- (e) Violent, threatening or abusive behaviour towards our staff, our clients or animals in our care;
- (f) Theft and other criminal activity; and
- (g) Non-compliance with the practice's health and safety requirements.

14.2 We have the right to refuse to provide services. We reserve the right at our discretion to decline to supply veterinary services, to ask you to leave our premises and/or to terminate our contract with you if you or any person accompanying or connected with you engage in any such behaviour, whether in our practice or when speaking to our staff via telephone, email or through our website. We understand that not all animals will respond to treatment as hoped and that that this can be very distressing, and will take this into account when dealing with such behaviour.

15. Your rights to end the contract

Subject to the provisions of clause 8 above relating to subscription services, , you can end your contract with us at any time. When your contract with us ends, you will be responsible for collecting your animal from us (if it is in our care) and for paying any outstanding payments to us. We recommend that you register your animal with another veterinary practice from the date that your contract with us ends (and we are not responsible for arranging this for you).

16. How to end the contract with us (including if you have changed your mind)

Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

(a) In person. Visit our practice during normal business hours and let us know that you want to end the contract. We may ask you to sign a document to confirm that you want to end the contract.

(b) By email. Send us an email (from the email address that you have registered with us) at the email address above and let us know that you want to end the contract. Please provide your name, home address, details of your animal and, where available, your phone number and email address.

(c) By post. Send us a letter at the address above and let us know that you want to end the contract. Please provide your name, home address, details of your animal and, where available, your phone number and email address.

16. Our rights to end the contract with you (non-subscription contracts)

17.1 We may end the contract immediately at any time for any of the following reasons:

(a) if the information that you provided to us on registration is inaccurate, incomplete or misleading;

(b) if you break any of the terms of the contract;

(c) if you do not comply with clause 6;

(d) if you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due; or

(e) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services.

17.2 We may end the contract at any time for any other reason. We will write to you to let you know at least 30 days before the contract ends. Will refund any sums you have paid in advance for services which will not be provided.

17.3 We may withdraw services. We may write to you to let you know that we are going to stop providing particular services. We will let you know as soon as reasonably possible and will refund any sums you have paid in advance for services which will not be provided.

18. If there is a problem with the services

18.1 How to tell us about problems. If you have any questions or complaints about the veterinary services that we have provided to you or any of our staff, please refer to our Complaints Policy (a link to which is included above) or contact us at our postal address, email address or telephone number above.

18.2 Summary of your legal rights. We are under a legal duty to supply services that are in conformity with this contract. See the above for a summary of your key legal rights. Nothing in these terms will affect your legal rights.

19. Price and payment (non-subscription services)

19.1 Wherever practicable, we will agree a price estimate with you before providing veterinary services. If we believe that the price estimate will be exceeded, wherever practicable we will discuss this with you and agree a revised price estimate with you before continuing to provide veterinary services. However, we reserve the right to provide such veterinary services as are reasonably necessary, in the professional judgement of our staff acting in the best interest of the animal under our care, without first agreeing the price estimate or revised price estimate with you (such as in an emergency).

19.2 The price payable for the veterinary services that we provide will be calculated in accordance with our standard price and rates at that time. That is the case even if that is higher or lower than any price estimate agreed with you. Price estimates are not intended to be a fixed or maximum price for veterinary services. Our prices and rates are inclusive of VAT unless specified otherwise, in which case it will be added as appropriate. We will provide you with an appropriate statement or invoice of the price payable by you.

19.3 When you must pay depends on what veterinary services that we provide:

(a) For the sale of products (such as prescriptions and travel documents) you must pay for them at the time that we provide them to you at our practice;

(b) For the provision of out-patient veterinary services (where your animal is not left with us), you must pay for them at the end of your appointment; and

(c) For the provision of in-patient veterinary services (where your animal is left with us), you must pay for them on discharge of your animal.

19.4 There are some exceptions to when you must pay:

(a) We may at our discretion require that you pay for the whole or part of the veterinary services in advance.

(b) Where you have a valid animal insurance policy, we may at our discretion agree to make a claim for payment directly to your insurance company. You agree to provide us with any information that we request about that policy. We may charge a fee for completing, submitting and/or managing a claim for payment on your behalf, and you agree to pay us on request at any time for that fee and for any amounts that the insurance company has not paid as at the date of our request for payment.

(c) We may, but are not obliged to, agree for you to pay by direct debit. There are additional terms that apply to this method of payment and they will be provided to you at the appropriate time.

19.5 You may pay the price payable to us by cash, debit card or credit card at our practice. We are unable to accept payments by cheque.

19.6 We may take further action to recover overdue payments. If any amounts payable to us are not paid when due then, without prejudice to any other remedies available to us, we may at any time:

(a) refer any overdue accounts to our debt collection agency for recovery;

(b) charge and/or recover fees in connection with the collection of the sum you owe, including but not limited to administration costs and debt collection agency fees and late payment fees; and

(c) refuse to supply further veterinary services to you until all outstanding sums are paid by you.

19.7 If you are unable to pay. If you are unable to pay for the veterinary services that we provided, we are only obliged to fulfil our minimum legal responsibilities and professional regulatory obligations in respect of the animal under our care.

19.8 If you have a valid Pets 1st Health Club plan for your animal at the date that we provide the veterinary services:

(a) Where your **Pets 1st Health Club** plan includes the cost of any veterinary services, you will not be required to pay the practice for those veterinary services (up to any limits set out in your plan); and

(b) Where your **Pets 1st Health Club** plan includes discounts on the price of veterinary services, we will apply those discounts to the price that you are required to pay for those veterinary services (up to any limits set out in your plan).

20. Our responsibility for loss or damage suffered by you

20.1 We are responsible to you for foreseeable loss and damage caused by us. If we materially fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use

reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

20.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury to human beings caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services; and for defective products under the Consumer Protection Act 1987.

20.3 We are not liable for business losses. We only supply the products and services for domestic and private use. If you use the services or any products that we supply in providing the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

20.4 We are not liable for your use of any products otherwise than in accordance with its instructions or as directed by your veterinary surgeon. Veterinary medicinal diet feed should only be used where recommended and by way of regular monitoring by a veterinarian. The veterinarian should be visited regularly during the feeding for check-up examinations and without delay in the event of deterioration in the animal's condition.

20.5 Our liability to you is limited. Subject to the above exceptions, our liability to you for any damages, losses, claims, costs or expenses arising out of our supply of any products or services shall not exceed: (a) if the supply of those goods or services are covered by our public liability or professional indemnity insurance, the limit of that insurance for each claim or series of connected claims; and (b) if the supply of those goods or services are not covered by our public liability or professional indemnity insurance, the value of the total fees paid or payable by you for the products or services in question; (c) in relation to **Pets 1st Health Club**, our liability to you for any damages, losses, claims, costs or expenses arising out of our supply of any products or services shall not exceed the total fees payable by you for your Pets 1st Health Club subscription and the veterinary services in question, even if the amount of professional indemnity insurance that we carry is higher.

21. How we may use your personal information

When you register on our website or order any goods or services from us, or subscribe to a Pets 1st Health Club plan, we will collect personal data about you. We will only use your personal information as set out in our Privacy Policy (a link to which is included above).

22. Other important terms

22.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

22.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

22.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

22.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

22.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

22.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.

23. We may make changes to these terms

23.1 We may amend these terms from time to time. We recommend that you check them each time you use our website or engage our services to make sure that you are aware and understand the terms that apply at that time.

23.2 These terms were last updated on 27 July 2024.

Additional Terms for customers subscribing to Pets 1st Health Club Plus

The above terms of sale apply both to PHC plan and the Pets 1st Health Club Plus plan. Due to the different plan content additional terms of sale apply to client subscribing to Pets 1st Health Club Plus.

These are the additional benefits of a Pets 1st Health Club Plus plan :

- **Unlimited consultations**

The complementary unlimited consultations cover both healthy and unwell pets and can be conducted by either a vet or a nurse, including postoperative examinations. Additional investigations and procedures, prescriptions, or treatments beyond these consultations are charged at standard prices. Specialist, referral, or out-of-hours consultations, are not included. Consultation fees associated with administering injections for chronic conditions are not included but discounted for Pets 1st Health Club Plus members.

- **Unlimited access to PawSquad**

Access to online consultations 24/7 telehealth service operated by PawSquad included as part of your subscription to Pets 1st Health Club Plus. PawSquad provides high-level advice in relation to emergency care for your pet, in accordance with its terms and conditions, available here: <https://pawsquad.com/home> . PawSquad is a third party provider and we cannot be responsible for any advice given by any member of the PawSquad team.

Upgrade or downgrade PHC Plus

- You can at any point in time upgrade from a Pets 1st Health Club plan to Pets 1st Health Club Plus plan. The existing Pets 1st Health Club plan 12-month contract will be cancelled, and a new 12-month contract will be created on the Pets 1st Health Club Plus plan. Paragraph 5 apply.

- You can downgrade from Pets 1st Health Club Plus to a Pets 1st Health Club plan at at least [14] x days before the plan renews that you want to move to Pets 1st Health Club plan. If you want to downgrade before the end of the 12-month contract period, the cancellation paragraph 7.2 apply.

Consultation Usage Policy

As a Pets 1st Health Club Plus member, you are entitled to an unlimited number of consultations with our clinical team. However, our clinical team's time is finite, and subject to availability. The clinic may have to move or re-book your appointment if the member of the clinical team you are booked to see is needed elsewhere for an emergency, or is unavailable on the day.

We expect you to act in good faith and our clinics reserve the right to prevent you from booking future consultations in the following circumstances:

- You book or attempt to book repeat consultations for the same condition for your pet
- You act in a manner that is rude, harassing, abusive, discriminatory, or insulting to our practice staff
- Any of the vets in our practice, in the reasonable exercise of their clinical judgment, concludes that you are not acting in good faith or that your booking is frivolous.

For customers with PawSquad included as part of their Plan

OFFER TERMS AND CONDITIONS

1. These terms

1.1 **What these terms cover.** These are the terms and conditions on which we operate, and you may participate in, the offer.

1.2 **Other terms that apply.** The following terms also apply in the following circumstances:

Our Privacy Policy	This applies when you provide us with any personal data. It explains what personal data we collect and how we use it.
PawSquad Terms and Conditions	The terms and conditions that apply to the Free Membership (as defined below).

2. Information about us and how to contact us

2.1 **Who we are.** We are Independent Vetcare Limited, trading under the business name below.

2.2 **Our company details.** Our company details are as follows:

Business Name	Pets 1 st Health Club
Company Name	Independent Vetcare Limited
Registered Address	The Chocolate Factory, Keynsham, Bristol, BS31 2AU
Place of Registration	England and Wales
Company Number	07746795
VAT Number	115141658

2. Contact us at your applicable clinic.

3. **Your acceptance of these terms.**

By participating in the offer, you accept and agree to be bound and abide by these terms. If you do not agree to these terms, you must not participate in the offer.

4. **Terms and conditions.**

4.1 This offer entitles you to the added benefit of one 12-month free membership of PawSquad per household (the '**Free Membership**') when you purchase a Pet Health Club plan before [11 April 2024].

4.2 The Free Membership will remain valid for 12 months from the date of activation of the Free Membership with PawSquad in all circumstances.

4.3 You must activate the Free Membership within 30 days of the commencement date of your Pets 1st Health Club Plus plan.

4.4 You will receive details of how to activate the Free Membership via email subsequently to your purchase of a Pets 1st Health Club plan. You are required to activate the Free Membership via the PawSquad website using the website link provided in such email. No payment details are required when signing up to the Free Membership and the Free Membership does not auto renew when it expires. Establishing a PawSquad account via any other method will not apply the Free Membership from this offer.

4.5 We reserve in all respects the right to discontinue at any time, for any reason and without notice this offer of Free Membership to Pets 1st Health Club Plus members. 4.6 Users of the PawSquad service are subject to the PawSquad Terms and Conditions, Privacy Policy and Acceptable Use Policy, available here: <https://pawsquad.com/home>

4.7 The offer will be governed by English law and participants submit to the jurisdiction of the English courts.