

# Terms & Conditions

## Terms & Conditions

### 1 Terms and conditions

What these terms cover. These are the terms and conditions on which you may join and use Premium Equine Plan. These terms include important information – please read them carefully. We recommend that you print a copy of these terms for future reference. By joining and using Premium Equine Plan, you accept and agree to be bound and abide by these terms. If you do not agree to these terms, you must not join or use Premium Equine Plan. Premium Equine Plan is not an insurance policy and will not cover treatment for accidents and/or illnesses. To cover accident or illness treatment for your equine, we recommend that you take out an appropriate insurance policy.

### 2 Information about us and how to contact us

2.1 Who we are. We are Independent Vet Care Limited, trading under the name below.

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

Business Name	Scarsdale Vets
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 by post, email or telephone as follows:

Address	Scarsdale Vets, Markeaton Lane, Derby, DE22 4NH
Email	farmandequine@scarsdalevets.com
Telephone	01332 294929

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.

### 3 Our contract with you

3.1 Premium Equine Plan is only available for equines that are registered with Scarsdale Vets.

3.2 You can apply to join Premium Equine Plan in practice or online at our website. Your subscription with Premium Equine Plan is a contract between you and Scarsdale Vets and is subject to these terms. That contract comes into existence, and your subscription starts, when we confirm to you in writing (email being sufficient) that we have accepted your application.

### 4 Premium Equine Plan

4.1 Premium Equine Plan is a preventative pet healthcare plan. It is not an insurance policy or intended to be a replacement for an equine insurance policy. We recommend that our clients take out appropriate insurance for their equine with a reputable insurer. We do not provide insurance or arrange insurance for our clients.

4.2 Your subscription is specific to your equine identified in your application. When you apply to join Premium Equine Plan you will be asked to identify your equine. Your subscription is specific to that equine and cannot be used for any other equine or transferred to another equine.

4.3 Your subscription can only be used at Scarsdale Vets.

4.4 The veterinary services and benefits that you will receive are stated in the plan documentation which will be provided to you when you register to join the Premium Equine Plan, and all discounted options are subject to payment at time and pre booked appointments to be eligible for the discount. We may also require a deposit to secure the appointment.

4.5 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 confirm to you that we have accepted your application to join 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 Premium Equine Plan, 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 where your equine has died. You can end your subscription immediately if your equine dies.

6.3 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.

6.4 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 in writing (email being sufficient) 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 6.3 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 Scarsdale Vets.

8 How to end your subscription

You must tell us that you want to end your subscription by email to [farmandequine@scarsdalevets.com](mailto:farmandequine@scarsdalevets.com). Please provide your name, home address, details of your pet and where available, your phone number and email address.

9 Our rights to end your subscription

- 9.1 We can end your subscription immediately if your pet is not registered at a Scarsdale Vets and you don't or are unable to do so within 30 days of us accepting your application to join the Premium Equine Plan.
- 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 equine ceases to be registered with Scarsdale Vets except where your equine has died.
  - 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 Scarsdale Vets 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 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](http://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 Premium Equine Plan. 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 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 responsibility for loss or damage suffered by you

- 12.1 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.
- 12.2 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 or for fraud or fraudulent misrepresentation.
- 12.3 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 the total fees payable by you for your Premium Equine Plan subscription and the veterinary services in question, even if the amount of professional indemnity insurance that we carry is higher.

13 How we may use your personal information

- 13.1 When you apply to join and participate in Premium Equine Plan, we will collect personal data about you. We will only use your personal information as set out in our Privacy Notice. [<https://www.scarsdalevets.com/en-gb/privacy-policy>]

14 Other important terms

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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 products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts.

15 We may make changes to these terms

- 15.1 We may amend these terms from time to time. We recommend that you check them each time you use our website or place an order to make sure that you are aware and understand the terms that apply at that time.
- 15.2 These terms were most recently updated on 31st Jan 2025.