

# Direct Debit Terms & Conditions

## IVC Evidensia Pet Health Plan Terms & Conditions

Welcome to your Pet Health Plan (your Plan) from your Veterinary Practice. This contract is between You and Your Veterinary Practice. Your Plan is administered by Easy Direct Debits Limited 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 through them carefully at the start of Your Pet's Plan.

### 1. Definitions of terms used

**Contract** means the Plan agreement between You and Your Veterinary Practice which You have signed and which comprises these terms and conditions.

**Your Veterinary Practice** means the veterinary practice named as the provider of Your Pet's treatment on the Plan application form.

**You** means the holder of the Plan who has signed the application form and who is named as the primary contact for the Plan in our records.

**Your Pet** means the animal named on the application form as beneficiary of the Plan.

**Plan** means the pet health plan offered by Your Veterinary Practice that covers specified treatment required to maintain Your Pet's 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 Pet under the terms of this Contract.

**The Application Form** is the document that is completed by Your Veterinary Practice at the start of the Plan which sets out the Plan category and Monthly Plan Fee.

**An Approved Practice** is a practice owned by Independent Vetcare Ltd.

### 2. Treatment to which Your Pet is entitled

The Contract entitles Your Pet to receive the routine and preventive treatment required to maintain Your Pet's health as prescribed by Your Veterinary Practice. This includes twice-yearly health assessments, routine vaccinations and regular control of parasites. A full list of inclusions are available from Your Veterinary Practice, which may include any references to discounts on other items of treatment and retail goods. These terms and conditions should be read in conjunction with Your Veterinary Practice's specific Plan

details.

### **3. Treatment to which Your Pet is not entitled**

This Contract is limited to the provision of routine preventive health care and only entitles your pet to the treatment required to monitor its health, as specified by your practice. There is no insured benefit under The Contract, and this Contract is not a substitute for pet insurance. The Contract does not entitle Your Pet to:

- The cost of consultations that may or may not precede clinical treatment
- Any treatment that is deemed clinically necessary by Your Veterinary Practice in the event of illness (short-term or long-term) and injury
- Any drugs or general health improvers (such as vitamins or 'nutraceuticals') which are not clinically necessary in the opinion of Your Veterinary Practice
- The cost of food, including prescription and special dietary food
- Treatment provided by Your Veterinary Practice outside of normal surgery hours and/or outside
- of the surgery, including home visits
- Any treatment that continues after the Contract has been cancelled

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

The Contract is for Your Pet named on the Application Form and is not transferable between animals.

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

Your Contract is between You and Independent Vetcare Ltd as the owners of Your Veterinary Practice. Your plan can only be transferred to an Approved Practice that is owned by Independent Vetcare Ltd (trading as IVC Evidensia) but cannot be transferred to another practice outside of the Independent Vetcare Ltd Group. Where you choose for your pet to have routine preventive treatment anywhere other than an Approved Practice, Your Pet will not be covered by this Contract. If you wish to transfer Your Contract to another Approved Practice, please ask Your Veterinary Practice for details.

### **6. Monthly Plan Fee**

Your Monthly Plan Fee will be determined by your pet's species. Your Veterinary Practice reserve the right to make changes to the plan and monthly fee with no less than 4 weeks' notice.

### **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 Easy Direct Debits Limited 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 liability to pay the monthly fee continues until the Contract is ended in accordance with these terms and conditions (see sections 10 and 11). No refund of fees will be allowed except in the case of administrative error or death of Your Pet or client.

#### **8. Alteration of Monthly Plan Fee**

Your Veterinary Practice will normally review Your Pet's Monthly Plan Fee once a year and Your Monthly Plan Fee may change as a result. You will be given at least 4 weeks' 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. You will be entitled to terminate if you do not accept the increased Monthly Plan Fee pursuant to Section 11. If you tell us you want to terminate during the 4 week notice period detailed in this Section, you will not be charged the increased Monthly Plan Fee.

#### **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 your veterinary practice at least 10 working days before the next collection is due.

#### **10. Your Responsibilities**

You are responsible for ensuring Your Pet attends Your Veterinary Practice regularly for health checks, vaccinations and parasite control and that You comply with the advice and treatment Your Veterinary Practice prescribes. 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 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 Easy Direct Debits Limited 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 month's 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 Pet's health due to any act or omission on your part, our practice may end the Contract with immediate effect. Your Practice may also end this Contract if in our reasonable opinion You, and or any person who brings Your Pet to Your Veterinary Practice in relation to Your Pet's care, are aggressive and/or abusive to any of Your Veterinary Practice's staff.

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

Failed Direct Debit payments cause a significant increase in administration costs for the practice. Your Veterinary Practice therefore reserves the right to charge an administration fee of £10 for each failed payment. This administration charge will be

added to your account.

After a failed Direct Debit payment, Easy Direct Debits Limited will re-present the payment request to your bank after 3-5 working days. If the second payment request also fails, a second administration charge may be added to your account. A third and final payment request will be made to your bank after a further 3-5 working days. If this payment request is unsuccessful your Plan membership will be cancelled automatically, and your pet will no longer receive the associated benefits and discounts.

If your Plan membership is cancelled automatically because of failed direct debits, your account will be reviewed and you will be charged the full price of any products and services received during the course of your membership, minus any membership fees received to date.

### **13. Refunds**

If your monthly payment is refunded by Easy Direct Debits Limited for whatever reason, the plan will be subject to the conditions of Non-Payment (see Section 12) 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 Easy Direct Debits Limited 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 Section 11 of these Terms and Conditions 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 to the terms if you have not cancelled your Plan membership within one month of receiving written notice of those changes.

### **15. Liabilities**

Easy Direct Debits Limited administers Your Pet's Plan on behalf of Your Veterinary Practice. The Contract is not with Easy Direct Debits Limited, and to the extent permitted by law Easy Direct Debits Limited 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. Easy Direct Debits Limited 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.

Your practice's liability to you in respect of the Plan shall not exceed 12 times the Monthly Plan Fee.

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

Easy Direct Debits Limited and Your Veterinary Practice will hold and use your personal data (as defined by UK data protection laws) for the purpose of administering your preventative healthcare plan.

Both Your Veterinary Practice and Easy Direct Debits Ltd may record and monitor inbound and outbound telephone calls for

training purposes. These calls may also be referred to in relation to any future queries.

Your Veterinary Practice and Easy Direct Debits Limited 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 requirement for us to do so.

You have the right to see your personal data. If you have any queries about the data we hold, or how we use it, please write to either Your Veterinary Practice or Easy Direct Debits Limited, 99 Holdenhurst Road, Bournemouth BH8 8DY.

Your Practice will only use your personal information as set out in its privacy policy, which can be found here: <https://ivcevidensia.co.uk/privacy-policy>

#### 17. Complaints and disputes

All 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 Easy Direct Debits Limited, 99 Holdenhurst Road, Bournemouth, BH8 8DY or email at [help@easydirectdebits.co.uk](mailto:help@easydirectdebits.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.

This document was updated on the 18<sup>th</sup> February 2021