

## Medivet Healthcare Plan Terms & Conditions

### 1. Introduction

- 1.1. Welcome to the Medivet Healthcare Plan. The two Plans available are designed to help you spread the cost of routine preventative care for Your Pet conveniently and cost-effectively. If you join the Unlimited Plan, this will provide you with the additional benefit of unlimited Consultations on the terms and conditions set out in clause 9 below in order to provide further peace of mind.
- 1.2. Please review these Terms carefully and contact Your Practice for assistance if you have any questions. These Terms constitute the entire agreement, understanding and contract between you and Medivet in relation to the provision of Your Plan.

### 2. Key terms – PLEASE READ

- 2.1. By registering for and purchasing the Plan, you confirm that you accept these Terms and that:
  - 2.1.1. You are 18 years of age or over and the legal owner of Your Pet;
  - 2.1.2. You understand that Your Plan:
    - 2.1.2.1. only entitles you to healthcare, services and products recommended by Your Practice as set out in these Terms and does not entitle you to any additional products or services;
    - 2.1.2.2. is a preventative health care plan and not a pet insurance policy, or intended to be a replacement for a pet insurance policy;
    - 2.1.2.3. cannot be transferred or used for another pet;
    - 2.1.2.4. The Unlimited Plan only covers Consultations that take place at Your Practice;
    - 2.1.2.5. lasts for a minimum of 12 months; and
    - 2.1.2.6. will automatically Renew for additional 12-month periods unless you pay for Your Plan upfront, or terminate Your Plan on at least 30 days' notice before an Expiry Date;
  - 2.1.3. an early termination charge will be due and payable if you terminate the Plan other than under clause 10.2 below. This may include fees due for the remainder of the 12-month term, and/or charges for services already received (see clause 10 for further details); and
  - 2.1.4. You understand that, by providing your physical address, email address and mobile telephone number, you consent to receiving physical, email and SMS correspondence relating to Your Plan and Your Pet, including specific email-only benefits and discretionary offers. We will not however send you marketing materials if you have specifically opted out of receiving them.

### 3. Definitions

3.1. In these Terms, unless the context otherwise requires, the following words have the meanings set out below:

“Benefits” means the preventative healthcare, services and products available from time to time under Your Plan as referred to in clause 4 below, including the Unlimited Plan, if applicable.

“Consultation” means a routine consultation during Your Practice’s normal working hours in accordance with and subject to the provisions of clause 9 below.

“Cooling Off Period” means the period of 14 days after the Start Date or after the commencement date of a Renewal Term, as applicable, as detailed in clause 10.1 below.

“Expiry Date” means the last day of the First Term or of a Renewal Term, as applicable.

“First Term” means the period of 12 months starting from the Start Date.

“Joining Fee” means the one-time fee payable upon commencement of Your Plan as detailed in clause 8.2 below.

“Medivet” means Medivet Group Limited (company number 03481736) whose registered office is at First Floor, Hyde, 38 Clarendon Road, Watford, WD17 1HZ.

“Pet” and “Your Pet” means the pet registered at Your Practice to receive the Benefits.

“Plan” and “Your Plan” means the Medivet Healthcare Plan selected and prescribed for Your Pet (either the Standard Plan or the Unlimited Plan) which you pay for either monthly or as an upfront annual payment.

“Practice” and “Your Practice” means the Medivet veterinary practice where you are registered for Your Plan.

“Renew” or “Renewal” means a renewal of your Plan for an additional 12-month period in accordance with these Terms.

“Renewal Term” means a 12-month period after the First Term or after the previous Renewal Term.

“Standard Plan” means the standard Medivet Healthcare Plan.

“Start Date” means the date of joining Your Plan;

“Stripe” means Stripe Payments UK Ltd (company number 08480771) whose registered office is at 9<sup>th</sup> Floor, 107, Cheapside, London, England EC2V 6DN.

“Term” means a Renewal Term or First Term;

“Terms” means the terms and conditions contained in this document.

“Unlimited Plan” means the plan which allows you to have, in addition to the benefit under the Standard Plan, unlimited Consultations at Your Practice subject to the terms and conditions as detailed in clause 9 below.

“Variation Notice” means a notice provided by Medivet to vary the Terms or Your Plan as referred to in clause 13.1 below.

#### 4. Your Benefits

- 4.1. The benefits available to Your Pet on Your Plan will vary depending on the Plan you join. Please see the applicable services and Benefits available from time to time as listed here: <https://www.medivet.co.uk/medivet-healthcare-plan/>. The specific terms relating to the Unlimited Plan are set out in clause 9 below.
- 4.2. By joining the Standard Plan, you are entitled to:
  - 4.2.1. important healthcare essentials and preventative veterinary support as applicable to Your Plan; and
  - 4.2.2. a tailored plan specific to the needs of Your Pet and discounts on important elements of pet care.
- 4.3. By joining the Unlimited Plan, you are entitled to the benefits set out in clause 4.2, plus unlimited Consultations at Your Practice subject to these terms and conditions.
- 4.4. You are only entitled to receive the Benefits as recommended and prescribed by Your Practice. You will need to pay separately at Your Practice’s normal rates for any services or products which are not covered by Your Practice under the Plan. This includes any alternative services or products which Your Practice may recommend due to Your Pet’s sensitivity or allergy to services or products prescribed under the Plan.
- 4.5. Any discount available under the Plan for long-term medications applies only to medications that are designated as eligible under the Plan from time to time. A list of eligible medications will be maintained and may be updated on a monthly basis at Medivet’s discretion. The medication prescribed for Your Pet may vary from time to time based on clinical judgment, availability, regulatory requirements and Your Pet’s individual clinical needs. Where an alternative medication is prescribed, such medication will only qualify for the Plan discount if it appears on the current list of eligible medications. Medications that are not included on the current list of eligible medications will not be eligible for the Plan discount, regardless of the condition being treated.
- 4.6. Your Practice reserves the right to refuse to provide any part of the Benefits where Your Practice considers in its discretion that it is not in Your Pet’s best interests to do so including instances where there has been substantial time (as determined by Your Practice in its discretion) since Your Pet’s previous veterinary consultation.

#### 5. Term and Renewals

- 5.1. Your Plan will commence on the Start Date and continue for the First Term.
- 5.2. If you pay for Your Plan in monthly instalments, Your Benefits will continue, and the Plan will automatically Renew, for another 12 months after each Expiry Date, unless it is terminated under these Terms.
- 5.3. If you pay for Your Plan with an annual upfront payment, the Plan will not automatically Renew and Medivet will contact you to discuss Renewal options prior to each Expiry Date. If you wish

to continue the Plan, you should contact Your Practice to make the next annual payment or join pay by monthly instalments.

- 5.4. If Your Plan is due to renew automatically, Medivet will provide you with a reminder before the commencement of the Renewal Term. The reminder will explain:
  - 5.4.1. That Your Plan is due to Renew automatically;
  - 5.4.2. the date on which the Renewal Term will commence;
  - 5.4.3. the amount payable during the Renewal Term (or the method by which such amount will be calculated);
  - 5.4.4. how to terminate Your Plan if you do not wish it to Renew; and
  - 5.4.5. any material changes to the cost, Benefits or terms that will apply during the Renewal Term.
- 5.5. Renewal reminders may be sent by email, SMS, post or any other contact method provide by you to Medivet.

## **6. Your obligations**

- 6.1. By joining Your Plan, you agree and confirm that you:
  - 6.1.1. will make all payments due to Medivet under these Terms;
  - 6.1.2. will pay for any products or services not covered by Your Plan at the time of receiving such products or services and at Your Practice's normal rates;
  - 6.1.3. will immediately notify Your Practice of any changes to:
    - 6.1.3.1. your personal details (e.g., physical or email address, telephone number or payment information); and
    - 6.1.3.2. Your Pet's health or condition including if Your Pet is lost or deceased;
  - 6.1.4. will attend consultations with Your Pet as directed by Your Practice at any time during the term of Your Plan. If such a consultation falls outside the Benefits then the cost will be additional and charged at Your Practice's normal rates. Medivet reserves the right to refuse to provide you with the Benefits until you have attended such consultations, in accordance with Your Practice's regulatory obligations under the Veterinary Medicines Regulations 2013 as amended from time to time;
  - 6.1.5. will notify Your Practice that you have joined the Plan when booking appointments or utilising the Benefits;
  - 6.1.6. will ensure compliance with:
    - 6.1.6.1. any booking and cancellation policy implemented by Medivet or Your Practice when using the Benefits. If you fail to attend an appointment, Your Practice reserves the right to treat any component of your Benefits that you would have

received at the missed appointment as used under the Plan and charge you a fee in accordance with Medivet's cancellation policy;

6.1.6.2. the advice and treatment of Your Practice, including undertaking vaccinations and parasite control; and

6.1.6.3. the proper use of products as instructed and prescribed by Your Practice and any related product data sheets.

6.2. You have sole responsibility to schedule appointments and to ensure Your Pet attends regular check-ups. Failure to do so may result in unused Benefits. Unused Benefits are non-refundable.

## 7. Price

### 7.1. Cost

7.1.1. The cost of Your Plan will vary depending on whether Your Pet is a dog, cat or rabbit and the category of Medivet Healthcare Plan you have joined.

7.1.2. A one-time Joining Fee is payable upon you joining the Plan.

7.1.3. The cost of Your Plan (including the Joining Fee) will be provided to you by Your Practice and can also be found on Your Practice's website.

### 7.2. Variation

7.2.1. Medivet reserves the right to adjust the cost of Your Plan at any time by providing at least 30 days' notice.

7.2.2. Unless the cost adjustment is related to reasons beyond our reasonable control, such as a change in Your Pet's weight, or change of law or regulatory requirements, you will be entitled to terminate Your Plan without paying any additional fees by contacting Your Practice or emailing the Medivet Subscriptions Team (see contact details below) within 14 days from the date the notice is sent under clause 7.2.1 above. Termination may take up to 30 days to take effect from the date you contact Your Practice or email the Medivet Subscriptions Team.

## 8. Payment

8.1. **Payments:** The cost of Your Plan can be paid by:

8.1.1. an upfront one-off payment covering 12 months of the Plan; or

8.1.2. monthly instalments via direct debit spread over 12 months.

8.2. **Joining Fee:** The Joining Fee is payable upon commencement of Your Plan but does not apply to Renewals or the circumstances in clause 9.3. The Joining Fee is not refunded on termination of Your Plan.

8.3. **Paying by instalments via monthly direct debit:**

8.3.1. Setup: You will make a first payment to Your Practice at the time of joining Your Plan and thereafter a monthly direct debit payment will be taken from your nominated account

pursuant to a direct debit authorisation provided by you. We will comply with the provisions of the direct debit authorisation provided by you. You acknowledge that it is possible that circumstances beyond our control, or administrative or technical issues, might result in a direct debit payment not being processed, in which event we shall be entitled to process that payment subsequently. We will comply with our legal obligations in doing so.

- 8.3.2. **Minimum Term:** The direct debit payment plan will continue for 12 months and will Renew for each Renewal Term unless the Plan is terminated in accordance with these Terms.
- 8.3.3. **Direct Debits:** The direct debits for Your Plan are administered by Stripe on behalf of Medivet. Stripe is a third-party direct debit payment processor and is not affiliated with Your Practice or Medivet.
- 8.3.4. **Missed Payments:** If Stripe is unable to collect your monthly payment, Medivet may attempt to contact you and to collect the payment from your account. If you miss two consecutive payments due under Your Plan, Medivet may:
  - 8.3.4.1. terminate Your Plan immediately; and
  - 8.3.4.2. charge interest on any unpaid amounts at 4% above the Bank of England base rate.
- 8.3.5. **Updating Direct Debit Details:** To update or change your banking information, please contact Your Practice or the Medivet Subscriptions Team (see contact details below).

## 9. Unlimited Plan

- 9.1. You can change Your Plan from a Standard Plan to an Unlimited Plan at any time. By doing so, you confirm you understand that:
  - 9.1.1. your entitlement to unlimited Consultations is granted on the basis set out in this clause 9, including being subject to clinical staff availability and the Fair Use Policy set out below;
  - 9.1.2. the Unlimited Plan cannot be transferred or used for another pet; and
  - 9.1.3. the Unlimited Plan only applies to Consultations at Your Practice.
- 9.2. **Cost:** Please see <https://www.medivet.co.uk/medivet-healthcare-plan> for the cost and availability of the Unlimited Plan or contact Your Practice for further information. Initially and from time to time, Unlimited Plans may only be offered in Medivet practices selected by Medivet.
- 9.3. **Commencement of Unlimited Plan:** You may choose the Unlimited Plan for the first time when you join for a Plan or you may change Your Plan from a Standard Plan to an Unlimited Plan at any time thereafter while Your Standard Plan is in effect. At the time you change Your Plan to an Unlimited Plan, Your Standard Plan will be cancelled and replaced with a new contract for the Unlimited Plan for a period of 12 months from the date of the start of the Unlimited Plan. So, for example, if the then-current term of Your Standard Plan runs from 1 January to 31 December, and you change to an Unlimited Plan on 1 June, Your Standard Plan will be cancelled on 1 June and replaced with a new contract for the Unlimited Plan for a 12-month Term commencing on 1 June. No Joining Fee will be payable when changing to an Unlimited Plan in these circumstances.

- 9.4. When changing from a Standard Plan to an Unlimited Plan under clause 9.3, Medivet will inform you before you agree to the Unlimited Plan that:
- 9.4.1. A new 12-month Term will commence;
  - 9.4.2. The date on which that new Term will commence;
  - 9.4.3. the charges applicable to the Unlimited Plan;
  - 9.4.4. any applicable Cooling-Off Period;
  - 9.4.5. How you may terminate the Unlimited Plan; and
  - 9.4.6. How cancellation Fees are applied
- 9.5. **Payment:** If you change Your Standard Plan to an Unlimited Plan after the time you join the Standard Plan, then you can elect to pay for the Unlimited Plan either monthly or as an upfront annual payment. If you elect to make an upfront payment, and you paid for the then-current term of Your Plan by way an upfront annual payment, you will receive a refund in accordance with Medivet's refund policy for the months in relation to which you have made duplicated payments. So, using the example in clause **Error! Reference source not found.** above, Medivet will refund to you the portion of the upfront payment you made for the period from 1 January to 31 December which relates to the period from 1 June to 31 December.
- 9.6. **Unlimited Consultations:** The Unlimited Plan entitles you to unlimited Consultations for Your Pet with a member of Your Practice's clinical team during Your Practice's normal working hours only. Consultations which take place at any Medivet clinic or practice other than Your Practice or are outside Your Practice's normal working hours are not included in the Unlimited Plan.
- 9.7. **Manner in which Consultation will be conducted:** Consultations may be undertaken by a veterinary surgeon or nurse either in person at Your Practice, via video or over the phone as decided in the sole discretion of Medivet or Your Practice, acting reasonably and in good faith, and taking into consideration the welfare and medical needs of Your Pet.
- 9.8. **Exclusions:** Consultations under the Unlimited Plan do not include the following and these will be charged at your Practice's normal rates: second opinion consultations with our specialists, advanced practitioners or certificate holders, referral consultations, consultations outside Your Practice's normal working hours, out of hours referrals to a non-Medivet clinic, consultations occurring on a Sunday or bank holiday, and consultations related to nail clipping or anal gland expression. Consultations do not include any treatment or medication recommended or prescribed and only cover the veterinary surgeon or nurse's time and expertise during the Consultation.
- 9.9. **Availability:** Consultations are subject to the availability of a veterinary surgeon or nurse at Your Practice. Medivet reserves the right to re-schedule any Consultation for any reason including emergencies or the absence, illness or other unavailability of clinical staff. Any decision to re-schedule will take into consideration the welfare and medical needs of Your Pet.
- 9.10. **Fair Use Policy:** You agree that:
- 9.10.1. you will inform the Practice if you wish to cancel or reschedule a Consultation. All Consultations are subject to any booking or cancellation policy implemented by Medivet or Your Practice; and

9.10.2. Consultations are subject to the Practice's professional judgment in determining whether a Consultation is medically appropriate. If a Consultation you book or attempt to book is frivolous, excessive or not in the best interests of Your Pet, as determined by a veterinary surgeon or nurse in their sole discretion, the Practice has the right to decline that Consultation without any reimbursement or refund.

9.11. **Limitations on Consultations:** Medivet reserves the right to, in its sole discretion, limit or prevent you from booking future Consultations, without any reimbursement or refund, in the event you:

9.11.1. breach the Fair Use Policy in clause 9.10; or

9.11.2. act in a rude, disruptive, abusive, unlawful or discriminatory manner, including towards Your Practice's veterinary surgeons, nurses or other staff or its clients.

## 10. Termination

10.1. **Cooling Off Period:** You are entitled to terminate Your Plan, without paying any cancellation fees, within 14 days of the Start Date or within 14 days of each Renewal Term commencement by emailing the Medivet Subscriptions Team (see contact details below) or contacting Your Practice. Medivet will charge you the cost (at non-discounted rates) of any products and services (including Consultations under the Unlimited Plan) you have received during the Cooling-Off Period up to the date of termination prior to issuing any refund. The Joining Fee remains non-refundable.

10.2. **How to terminate without additional fees:** You may terminate Your Plan by emailing the Medivet Subscriptions Team (see contact details below) or contacting Your Practice without incurring any cancellation fees:

10.2.1. during the Cooling-off Period (however any services and Consultations received during the Cooling-off Period will be charged at non-discounted rates);

10.2.2. after Medivet notifies you of an adjustment to the cost of Your Plan as per clause 7.2.1 above;

10.2.3. after Medivet notifies you of a variation of the terms of Your Plan as per clause 13.2 below; or

10.2.4. by notifying the Medivet Subscriptions Team (by email) or Your Practice at least 30 days' before an Expiry Date that you do not want the Plan to Renew, if you pay for Your Plan monthly. If you give such notice, Your Plan will end on the Expiry Date.

10.3. **Termination with additional fees:** Please note that if you terminate Your Plan other than under clause 10.2 above:

10.3.1. you will be liable for the following cancellation fee:

10.3.1.1. if you pay for Your Plan monthly, an amount equal to the outstanding fees for a Standard Plan for the period from the date on which your termination takes effect to the next Expiry Date; or

10.3.1.2. if you pay for Your Plan annually, you will not be entitled to a refund of any part of your annual payment (except in the circumstances set out in clause 10.6); and

10.3.1.3. if Your Plan is an Unlimited Plan, in addition to the amount set out in 10.3.1.1, an amount equal to the cost of relevant Consultations provided by Your Practice under the Unlimited Plan within the current Term (excluding the annual and 6-month health checks) minus the extra Unlimited Plan fees (£14 per month) already paid during the current Term.

10.3.2. If you change Your Plan from a Standard Plan to an Unlimited Plan and subsequently cancel Your Plan within 28 days of such change, we reserve the right to charge the Standard Plan cancellation fee as set out in clause 10.3.1.1.

10.3.3. termination may take up to 30 days to take effect from the date you contact Your Practice or email the Medivet Subscriptions Team.

**10.4. Termination by Medivet:** Medivet may:

10.4.1. terminate or suspend Your Plan and thereafter charge you Your Practice's normal rates and any administrative costs reasonably incurred (and the cancellation fee referred to in clause 10.3.1 will apply) if:

10.4.1.1. two consecutive direct debit payments are missed;

10.4.1.2. your direct debit is not confirmed by your bank within 10 working days of the Start Date; or

10.4.1.3. you breach these Terms; or

10.4.2. terminate or suspend Your Plan and thereafter charge you Your Practice's normal rates if it can no longer provide the Benefits. In this case, Medivet will provide you with at least 30 days' notice and you will not be liable for any fees after such termination.

10.5. **Plan reinstatement:** If Your Plan is terminated by Medivet under clause 10.4.1 above, Medivet may, in its sole discretion, reactivate Your Plan following full payment of any outstanding debt, provided payment is made within 30 days of termination.

10.6. **Refunds and death of Your Pet:** Refunds for unused months will only be provided in cases of administrative errors or the death of Your Pet. In the case of the death of Your Pet, refunds for payments will only be issued for payments received after the date you notify Your Practice.

10.7. **Effect of termination:** You will no longer be entitled to the Benefits after the date of termination. and Medivet will provide you with an acknowledgment of termination. Termination of Your Plan will not affect your registration or contract with Your Practice.

## 11. Transferring and Suspending Your Plan

11.1. **Transferring to another Medivet practice:** Your Plan can be utilised at any participating Medivet practice but any transfer to another Medivet practice may result in changes to the cost of Your Plan. Please contact Your Practice for more details.

11.2. **Suspension:** You may request a suspension of Your Plan for up to 3 months if Your Pet is missing. Your Practice reserves the right to authorise or deny any request made for a Plan

suspension. You will not be eligible for any new treatments or products connected to your Plan during the period of suspension.

11.2.1. If you do not reinstate Your Plan within 3 months of suspension, Your Plan can be terminated by Medivet, and you will not be liable for any fees after date of termination.

11.2.2. If you reinstate Your Plan within 3 months of suspension, Your Plan and Expiry Date will be extended by the number of suspended days, provided that there are at least 30 days between the end of your suspension and your next Expiry Date.

## 12. Data protection

12.1. Medivet will hold and process your personal data in accordance with all applicable data protection and privacy legislation, including the UK GDPR and the Data Protection Act 2018. Please refer to our privacy policy for further details about how Medivet collects, holds and treats personal information (<https://www.medivet.co.uk/privacy-policy>).

12.2. On behalf of Stripe, Medivet collects your personal data and financial information provided by you. Please see Stripe's privacy policy ([Privacy Policy](#)), which explains how Stripe processes your data. Medivet will only process the personal data and financial information provided by you pursuant to these Terms as is necessary for the provision of the Benefits, including the provision of such information to Stripe.

12.3. By entering these Terms, you agree to receive reminders and communications relating to Your Plan, including specific email-only benefits and discretionary offers. We will not however send you marketing materials if you have specifically opted out of receiving them. Medivet will endeavour to remind you about treatments that are due, but it is your responsibility to ensure that you collect and correctly administer any prescribed treatments that are covered within Your Plan, and you should not rely solely on complimentary reminders.

## 13. Variation

13.1. Medivet reserves the right to unilaterally vary these Terms or any Benefits at any time by providing at least 30 days' notice.

13.2. You may terminate Your Plan at any time between the time a Variation Notice is sent to you and the date of the proposed change by emailing the Medivet Subscriptions Team (see contact details below) or contacting Your Practice. You will not be liable for any fees for the period after termination if you terminate under this clause 13.2. Termination may take up to 30 days to take effect from the date you contact Your Practice or email the Medivet Subscriptions Team. The provisions of clause 7.2, and not this clause 13, will apply to an adjustment to the cost of Your Plan.

## 14. Other important terms

14.1. Medivet may at any time assign, subcontract, delegate or otherwise transfer or deal in any other manner with any or all of its rights and obligations under these Terms. This will not affect your rights or Medivet's obligations under these Terms. These Terms are personal to you and you may not assign, subcontract, delegate or otherwise transfer your rights and obligations under these Terms.

- 14.2. Medivet does not exclude or limit in any way its liability to you where it would be unlawful to do so. This includes liability for death or personal injury to human beings caused by negligence or for fraud or fraudulent misrepresentation. Subject to these exceptions, Medivet's liability for any damages, losses, claims, costs or expenses shall not exceed the total fees payable by you under the Plan.
- 14.3. There may be instances where Medivet is unable to provide the Benefits for reasons beyond its reasonable control. Such circumstances include (but are not limited to) the absence or illness of suitably qualified veterinary staff or shortages in the supply of necessary vaccinations or drugs. In the event that you experience any delay in the receipt of Benefits for reasons beyond Medivet's reasonable control, Medivet will do what it reasonably can to minimise these delays and accommodate you and Your Pet with another appointment. However, Medivet will not be liable to you for any failure to deliver the Benefits in such circumstances.
- 14.4. Each of the provisions of these Terms operates separately. If any court or relevant authority decides that any of the Terms are unlawful, the remaining provisions will remain in full force and effect.
- 14.5. If Medivet does not promptly require you to fulfil your obligations under these Terms, or if there is a delay in taking action regarding your violation of these Terms, it does not mean that you are exempt from those obligations or that Medivet cannot take any action against you at a later date. The remedies provided to Medivet in these Terms are not exhaustive.
- 14.6. You authorise Medivet to provide notice to you in person or by way of email or physical delivery to the email address or physical address provided by you to Your Practice or Medivet, and agree that the sending of notification to such an address will constitute notice to you, even if you have not opened the email or you have changed your address without notifying your Practice.
- 14.7. These Terms are subject to the laws of England and Wales and the exclusive jurisdiction of the Courts of England.

## 15. Contact Details

- 15.1. If you have concerns regarding Your Plan, please speak with Your Practice directly.
- 15.2. Alternatively, you may email [subscriptions@medivet.co.uk](mailto:subscriptions@medivet.co.uk).