

Medivet Healthcare Plan Terms & Conditions

1. Introduction

- 1.1. Welcome to the Medivet Healthcare Plan. Your Plan is designed to help you spread the cost of routine preventative care for your pet conveniently and cost-effectively.
- 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

- 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 treatments 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. lasts for a minimum of 12 months;
 - 2.1.2.5. will automatically renew for additional 12-month periods unless you pay for your Plan upfront or terminate your Plan before the Expiry Date;
 - 2.1.2.6. if you opt to pay for Your Plan by direct debit, the monthly amount payable will be set out in writing to you;
 - 2.1.3. An early termination charge will be due and payable if you cancel before the Expiry Date; and
 - 2.1.4. You understand that by providing your email address and mobile telephone number, you consent to receiving email and SMS correspondence relating to your Plan and your Pet, including specific email only benefits and discretionary offers.

3. Definitions

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

“Administrative Fee” means the one-time administrative fee of £5 payable upon commencement of your Plan as detailed in clause 8.2.

“Benefits” means the preventative healthcare, services and products under your Plan as detailed in clause 4.

“Cooling Off Period” means the period of 14 days after the Start Date or commencement date of a Renewal, as applicable, as detailed in clause 9.1.

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

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

“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 your Plan.

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

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

“Renewals” means a renewal of your Plan for additional 12-month periods in accordance with these Terms.

“Start Date” means the date of sign-up to your Plan being the date payment is first taken from you by Medivet or your Practice.

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

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

“Variation Notice” means a notice provided by Medivet to vary the Terms or your Plan as detailed in clause 12.1.

4. Your Benefits

- 4.1. The benefits available to your Pet on your Plan will vary depending on what you have signed up for as part of your Plan. Please see the applicable services and benefits chosen and prescribed as listed here: <https://www.medivet.co.uk/medivet-healthcare-plan/>.
- 4.2. By signing up to your 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. You are only entitled to receive the Benefits as recommended and prescribed by your Practice. You will need to pay separately for any services or products which are not covered by your Practice under the Plan. This includes any alternative products which your Practice may recommend due to your Pet’s sensitivity or allergy to products prescribed under the Plan.
- 4.4. Your Practice reserves the right to refuse to provide any part of the Benefits where your Practice considers it is not within your Pet’s best interests to do so including instances where there has been substantial time since your Pet’s previous veterinary consultation.

5. Term

- 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 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 sign up to pay by monthly instalments.

6. Your Obligations

- 6.1. By signing up to 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 goods or treatments not covered by your Plan at the time of receiving such goods or treatments;
 - 6.1.3. will immediately notify your Practice of any changes to your:
 - 6.1.3.1. personal details (e.g., address or payment information); and
 - 6.1.3.2. Pet’s health or condition including if your Pet is lost or deceased;
 - 6.1.4. agree to attend consultations with your Pet as directed by your Practice at any time during your Plan. If this consultation falls outside the Benefits then the cost may 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 SI2033;

- 6.1.5. will notify your Practice that you have signed up for 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 redeeming 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 redeemed 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 will ensure your Pet attends regular check-ups. Failure to do so may result in unused Benefits, which are non-refundable.

7. Price

7.1. Cost

- 7.1.1. The price 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 signed up to.
- 7.1.2. The cost of your Plan 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 price adjustment is related to reasons beyond our reasonable control, such as a change in Your Pet's weight, change of law or regulatory requirements, you will be entitled to terminate your Plan without paying any additional fees by contacting the Medivet Subscriptions Team within 14 days from the date the notice is served on you under clause 7.2.1.

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. **Administrative Fee:** Please note that a one-time administration fee of £5 is payable upon commencement of your Plan which does not apply to Renewals. The Administration 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 signing up to your Plan and thereafter a monthly Direct Debit payment will be taken from your nominated account on the billing date.
- 8.3.2. Minimum Term: The Direct Debit payment plan will continue for 12 months and will renew for a further 12 month period unless 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 contact you and attempt to collect the payment from your account again within 10 working days. 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.

9. Termination

- 9.1. **Cooling Off Period:** You are entitled to terminate your Plan without paying any fees within 14 days of the Start Date or within 14 days of each Renewal commencement by contacting the Medivet Subscriptions Team. Medivet will charge you the cost (at non-discounted prices) of any products and services you have received during the Cooling-Off Period up to the date of termination prior to issuing any refund. The Administration Fee remains non-refundable.
- 9.2. **How to Terminate without additional fees:** You may terminate your Plan by contacting your Practice or the Medivet Subscriptions Team without incurring any additional fees:
- 9.2.1. during the Cooling-off Period;
 - 9.2.2. after Medivet notifies you of a variation of the terms of your Plan as per below; or
 - 9.2.3. by providing at least 30 days' notice before the relevant Expiry Date that you do not want the Plan to renew if you pay for your Plan monthly.
- 9.3. **Termination before Expiry Date:** Please note that if you terminate your Plan before an Expiry Date:
- 9.3.1. you will be liable for a cancellation fee as per below:
 - 9.3.1.1. if you pay for your Plan monthly, the lower of;
 - 9.3.1.1.1. the outstanding fees for your Plan for the period from the date of your termination to the next Expiry Date; and
 - 9.3.1.1.2. the value of the Benefits received in the period between the Start Date or most recent Expiry Date (in the instance of a Renewal) and the date of your termination (including all discounts received during this period); or
 - 9.3.1.2. if you pay for your Plan annually, the value of the Benefits received in the period between the Start Date or most recent Expiry Date (in the instance of a Renewal) and the date of your termination (including all discounts received during this period);
 - 9.3.2. termination may take up to 30 days from the date your termination notice is received by Medivet to occur.
- 9.4. **Termination by Medivet:** Medivet may terminate or suspend your Plan and charge you the cost of treating your Pet (at non-discounted prices) and any administrative costs reasonably incurred if:
- 9.4.1. two consecutive direct debit payments are missed;
 - 9.4.2. your direct debit is not confirmed by your bank within 10 working days of the Start Date; or
 - 9.4.3. you breach these Terms.

Medivet may also terminate your Plan 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.

- 9.5. **Plan Reinstatement:** If your Plan is terminated by Medivet because of missed direct debit payments under clauses 9.4.1 or 9.4.2 above or by you under clause 9.3, 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.
- 9.6. **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.

- 9.7. **Effect of termination:** You will no longer be entitled to the Benefits at the date of termination and Medivet will provide you with an acknowledgment of termination. Terminating your Plan will not affect your registration or contract with your Practice.

10. Transferring and Suspending Your Plan

- 10.1. **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 fees. Please contact your Practice for more details.
- 10.2. **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.
- 10.2.1. If you do not reinstate your Plan within 3 months of suspension, your plan will be terminated by Medivet, and you will not be liable for any fees after this date.
- 10.2.2. 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 existing Expiry Date.

11. Data Protection

- 11.1. 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 collect, holds and treats personal information (<https://www.medivet.co.uk/privacy-policy>).
- 11.2. 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 in this Agreement as is necessary for the provision of the Benefits, including the provision of such information to Stripe.
- 11.3. By entering these Terms, you agree to receive reminders and communications relating to your Plan, including specific email-only benefits and discretionary offers. 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.

12. Variation

- 12.1. Medivet reserves the right to unilaterally amend these Terms or any Benefits at any time by providing at least 30 days' written notice.
- 12.2. Subject to clause 7.2, you may terminate your Plan at any time between the receipt of a Variation Notice and the date of the proposed change. You will not be liable for any fees for the period after termination if you terminate under this clause.

13. Other Important Terms

- 13.1. Medivet may at any time assign, subcontract, delegate 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 or transfer your rights and obligations under these Terms.
- 13.2. Medivet does not exclude or limit in anyway 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.

- 13.3. 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 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.
- 13.4. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of the Terms are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.5. 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.
- 13.6. These Terms are subject to the laws of England and Wales and the exclusive jurisdiction of the Courts of England.

14. Contact Details

- 14.1. If you have concerns regarding your Plan, please speak with your Practice directly.
- 14.2. Alternatively, you may email subscriptions@medivet.co.uk or write to:

Medivet Subscriptions Team,
Medivet Group Limited,
First Floor, Hyde, 38 Clarendon Road,
Watford, WD17 1HZ.