

1. The terms of the Agreement set out the whole agreement between us for the supply to you of the services set out in the Ultimate Wellness Plan promotional literature, copies of which have been provided by us to you (Services).
2. You should check the terms of this Agreement in detail before committing yourself to its terms. If you think there is any mistake in this Agreement or if you have any questions about it then you should contact us straight away and ask us to make any necessary amendments in writing. Once you sign the Agreement you will be bound by its terms.
3. If the terms overleaf differ from the terms on this page then the terms over-leaf will prevail. This is to ensure that the terms written on the front sheet of the Agreement take precedence.
4. Our Ultimate Wellness Plan is designed to help you spread your vet costs in respect of the Services over a 12 month period by making monthly in advance payments to us.
5. Because your costs for the Services are spread over 12 months, this is a 12 month Agreement and you cannot end the Agreement or stop paying the monthly payments other than at the end of a 12 month period.
6. You can however end your agreement by giving us written notice of your wish to terminate the Agreement at any time from 60 days prior to the anniversary of the Agreement by first class post and the Agreement will end at the end of the 12 month period.
7. Unless you give us notice that you do not wish to renew your Agreement as set out in clause 6 above, your Agreement will renew automatically for another 12 months.
8. We are under no obligation to enter into the Agreement with you and any Agreement signed by you and delivered to us shall be considered an offer by you to commence your membership on the Effective Date set out overleaf until such time as we issue you with a copy of the Agreement signed by us or we take the first monthly Regular Payment whichever is the earlier. At this time the Agreement will become binding on us.
9. You have a period of 7 days from the date on which you deliver your signed Agreement to us to withdraw your offer and your signed Agreement. Where you do this, we shall refund to you any amounts which you have paid to us less the cost of treating your pet(s) to that date of or any administrative costs reasonably incurred by us.
10. The Services will only be provided and the Plan shall only apply in respect of the specific pet named overleaf.
11. The Services will at all times be provided by us in accordance with the normal standards of veterinary care. However, we can only provide the Services pursuant to appointments which you make and it is your responsibility to make sure that you and the pet covered by the Plan attend our surgery for check-ups in accordance with the Plan. We can also only provide the Services on the basis of the information which we have about your pet and you must let us know about all relevant information concerning your pet including details of their general health and well-being.
12. The monthly payments which you are required to make to us are set out overleaf.
13. The monthly payments will be collected by us. The monthly payments will be collected monthly at any time following the date you sign the Agreement (usually on or around the 1<sup>st</sup> of each month) until such time as this Agreement expires or is terminated for whatever reason.
14. The monthly payments set out overleaf are inclusive of VAT and all other relevant taxes. VAT rates are liable to change however and so we reserve the right to increase the monthly payments to take account of increases in VAT rates on notice to you.
15. The cost of supplying veterinary treatments can vary from time to time due to, for instance, fluctuations in the cost of vaccinations and drugs. We therefore reserve the right to vary the monthly payments and we will give you a minimum of 10 days' notice if there is any increase to the monthly payments.
16. There are instances in which the Regular Payment collections may be rejected by your relevant bank or building society. Where this happens and we are unable to collect a monthly payment from you, we reserve the right to charge interest to you at the rate of 4% above the base rate of the Bank of England and / or suspend the provision of Services and / or cancel this Agreement until such time as all arrears have been cleared.
17. Unless you rectify any non payment we shall also be entitled to claim damages from you and the starting point for the calculation of those damages will be the outstanding monthly payments due by you for the 12 month period. This represents our losses.
18. There may be instances where we are unable to provide the Services for reasons beyond our reasonable control. Such circumstances include (but are not limited to) the absence or illness of suitably qualified veterinary staff and / or where we have a shortage in the supply of necessary vaccinations or drugs. Where we experience delays in the provision of the Services to you for reasons beyond our control, we will do what we reasonably can to minimise these delays and accommodate you and your pet with another appointment. However, we will not be liable to you for a failure to deliver the Services in these circumstances.
19. We reserve the right to transfer our rights under this Agreement to any other suitable person provided that we give notice to you but this contract is personal to you and the pet named overleaf. You cannot transfer the benefit of the Agreement to any person or transfer the pet to which the Agreement relates without our prior written consent.
20. Except for you and us, no person may derive any benefit from the terms of this Agreement.
21. If at any time during this Agreement either you or us decide to take no action against the other where the other has failed to comply with the terms of this Agreement that party shall not assume that the other will do the same on another occasion.
22. All notices given under the provisions of this Agreement must be in writing and sent to the last known address of the other party by first class post.
23. We will hold and process your personal data in accordance with the Data Protection Act 1998 and shall ensure that any third party to whom we disclose your data for the purposes of administering the scheme also processes your data pursuant to the Data Protection Act 1998 and the Privacy Policy set out below. In the course of the provision of the Services it may be necessary to provide your details to our agents, employees, group companies and other service providers and you hereby give us the authority for us to do so.
24. If any court or other competent authority decides that any of the provisions of this Agreement is or are invalid, unlawful or unenforceable to any extent, the term(s) will, to that extent only be severed from the remaining terms of the Agreement which will continue to operate to the fullest extent operated by this law.
25. This Agreement is subject to the laws of England and Wales and the exclusive jurisdiction of the Courts of England and Wales.

#### **Privacy Policy**

The administrator of the Ultimate Wellness Plan is Town & Country Veterinary Centre. Town & Country Veterinary Centre takes your privacy and the protection of your personal data extremely seriously. All of your personal details and financial information will be processed by Town & Country Veterinary Centre in accordance with the Data Protection Act 1998.

Town & Country Veterinary Centre will only use your personal data strictly for the purposes of administering the Plan and this will include the processing of data which it receives from your veterinary surgeon in connection with the Plan.

Unless you request otherwise, in addition to using your personal data for the purposes of administering the Plan, Town & Country Veterinary Centre may also use your personal data for the purposes of providing you with certain marketing information in relation to other products and services which it is able to offer you and which it considers may be of interest to you.

You of course have a right to require Town & Country Veterinary Centre to stop using your personal information for any additional marketing reasons and if you would like Town & Country Veterinary Centre to stop using your information or you have any questions about the personal information which Town & Country Veterinary Centre retains in relation to you, you should write to the Practice Manager, Town & Country Veterinary Centre, 48 Northampton Road, Market Harborough, Leicestershire, LE16 9HE.