

## Direct Debit Terms and Conditions For The Avenues Veterinary Centre Health Plan

### Terms & Conditions

Welcome to the Health Plan from your Veterinary Practice. The information noted below makes up the terms and conditions of the Contract between You and Your Veterinary Practice. It is recommended that at the outset of Your Subscription, You carefully read through these terms and conditions and all of the additional documents that form the Contract. Please keep these terms and conditions in a safe place so that you may refer back to them at a later date.

This Contract is between You and Your Veterinary Practice. Your payment plan is administered by Merlin Simple Payment Solutions Ltd for and on behalf of Your Veterinary Practice (this includes collecting fees from you and passing those fees to Your Veterinary Practice on a monthly basis).

#### 1. Definitions and Terms

The terms shall have the following meanings:

- **Application Form** is the document that is completed by You or Your Veterinary Practice at the start of the Subscription which sets out the Subscription category and Monthly Subscription Fee.
- **Contract** means the Plan agreed between You and Your Veterinary Practice which comprises these terms and conditions; Your Application Form and Your Veterinary Practice's promotional and advertising material.
- **Healthcare Plan** means any plan or prescription for home delivery provided by Your Veterinary Practice
- **Merlin** means Merlin Simple Payment Solutions Ltd, a company registered in Scotland (Company number SC697206) and having its registered office at Q Court, 3 Quality Street, Edinburgh, United Kingdom, EH4 5BP.
- **Merlin's Client Account: means a bank account, or comparable account that bear Merlin's name and any of the word(s) 'Segregated Funds', 'Client', 'Trustee', or other such fiduciary term.**
- **Merlin Vet Export:** means Merlin Vet Export Ltd, a company registered in Scotland (Company number SC452047) and having its registered office at 2/3 Carlaw Road, Pinnacle Hill Industrial Estate, Kelso, TD5 8AS.
- **Monthly Subscription Fee** is the monthly amount charged by Your Veterinary Practice to cover the cost of the treatment(s) and/or services provided to Your Pet under the terms of this Contract.
- **Prescription Medicine: means the prescription medicines and any other medical item(s) for Your Pet that form part of Contract, and that were specifically agreed to form part of the Contract (a) at the time the Contract was entered into; or (ii) at a later date. Prescription Medicine shall also include any Substitute Medicine.**
- **Subscription** means the Healthcare Plan provided to You by Your Veterinary Practice for the purpose of maintaining Your Pet's health.
- **Substitute Medicine: means any substitute product that serves the same or broadly the same purpose as the Prescribed Medicine and, which, in the sole opinion of Your Veterinary Practice, acting reasonably, meets the requirements of Your Pet and which may, at the sole discretion of Your Veterinary Practice be provided in place of a Prescription Medicine.**
- **You/Your** is a reference to you, the holder of the Subscription who is named on the Application Form.

- **Your Pet** means the animal named on the Application Form as beneficiary of the Subscription.
  - **Your Veterinary Practice** means the veterinary practice named on the Application Form.
2. **Treatment that Your Pet is Entitled to:** The Contract entitles Your Pet to receive the routine and preventative treatment required to maintain Your Pet's health as prescribed by Your Veterinary Practice. A full list of inclusions is available from Your Veterinary Practice. The cost and scope of goods and services provided under this contract are set by Your Veterinary Practice.
3. **Supply of Prescription Medicine:** In the event that the Healthcare Plan includes the supply and delivery of Prescription Medicine, the following terms and conditions in this Clause 3 shall apply:

**Delivery:**

- a. The Prescription Medicine will be delivered to You by Royal Mail 1<sup>st</sup> Class Post. Merlin Vet Export on behalf of Your Veterinary Practice will post the Prescription Medicine to you.
- b. The Prescription Medicine will be delivered to the postal address provided by You. This address must be within the UK. Your Veterinary Practice cannot be held responsible if that delivery address is incorrect or incomplete.
  - i. If Royal Mail's delivery notification states that Prescription Medicine was delivered to the correct area of the delivery location, You will not be entitled to a refund or replacement.
  - ii. Your Veterinary Practice do not offer refunds except in the case of the delivery of incorrect items or items delivered damaged. In the event that you seek a refund on this basis, Your Veterinary Practice will require photographic evidence of the alleged damage and/or incorrect items. Your Veterinary Practice reserves the right to request such additional supporting information and evidence as it considers reasonably necessary to consider your claim.
  - iii. If Your order is not received as a result of an admitted error with Royal Mail, You are entitled to a replacement.
- c. The cost of delivery by First Class Royal Mail is included in Your Healthcare Plan.
- d. If you wish to change delivery address you are required to provide Your Veterinary Practice with 21 days' notice.

**Delays**

- e. The Veterinary Practice is not responsible for delays outside their control:
  - i. If the Veterinary Practice's supply of Prescription Medicine is delayed by an event outwith their control, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided that we do this, Your Veterinary Practice will not be liable for any delays which are caused by the event.
  - ii. Your Veterinary Practice is not responsible for any delays associated with the delivery process including, but not limited to bank holidays and postal strike action.

**Price**

- f. The price of the Prescription Medicines included in Your Healthcare Plan is subject to change. Product prices and delivery charges are liable to change at any time.

**Substitute Medicine**

- g. Your Veterinary Practice reserves the right to replace Prescription Medicine with Substitute Medicine. In some circumstances the Veterinary Practice may consider it necessary or advantageous to change Your Pet's Prescription Medicine for Substitute Medicine. Without prejudice to the foregoing generality, Substitute Medicine may be provided if Prescription Medicine is no longer available; or is subject to stock shortages; or if the price of the Prescription Product becomes less competitive. The Substitute Medicine may be of a different brand; the packaging and ingredients of the Substitute Medicine may vary. If Your Veterinary Practice intends to provide a Substitute Medicine, You will be given at least 28 days' notice of any change and any notice sent to your email address or last known postal address will be treated as adequate notice. If you do not wish to receive the Substitute Medicine, you will be entitled to terminate the Prescription Medicine element of Your Contract. If you do so within 14 days of the notice notifying you of the proposed change, you will not be charged for any Substitution Medicine.

**Liability**

- h. The Prescription Medicine will be Your responsibility from the time Your Veterinary Practice deliver the product to the address provided by You.
- i. Merlin Vet Export post the Prescription Medicine on behalf of Your Veterinary Practice. The Contract is not with Merlin Vet Export and Merlin Vet Export accept no liability to You, whether in respect of Contract, negligence, defective or unsatisfactory treatment in connection with any services it administers on behalf of Your Veterinary Practice. This does not affect any right or remedy You may have against Your Veterinary Practice.

**Changes**

- j. If You no longer wish to receive Prescription Medicine or Your Pet requires additional/alternative medication, please contact Your Veterinary Practice to discuss changes to the Healthcare Plan. In order to avoid being charged for your next delivery of Prescription Medicine, you must contact us no less than 28 days prior to the next distribution date.

**Your confirmations:**

- k. You confirm that:
  - i. You will provide accurate and relevant information to Your Veterinary Practice.
  - ii. You agree that you will only use the Prescription Medicine for Your Pet. Prescription Medicine should never be shared with any other person, animal or other living creature.
  - iii. Your Pet does not have any known allergies, sensitivities or intolerance to any products ordered;

- iv. Your Pet does not have any known medical conditions which predispose Your Pet to an adverse reaction to any Prescription Medicine.
  - v. Your Pet is not taking any concurrent medications with which the Prescription Medicine is likely to interact; and
  - vi. You consent to the Prescription Medicine being posted through your letterbox and confirm that there is no risk to children, pets, vulnerable adults or other third parties as a result of your order being delivered in this way.
  - vii. You will use, handle and store the Prescription Medicine as per the manufacturer's instructions. Always read the Patient Information Leaflet and packaging of any medicine.
4. **Treatments that are not covered by this Contract:** This Contract only entitles Your Pet to the treatment required to monitor its health, as prescribed by Your Veterinary Practice. There is no insured benefit under the Contract. The Contract is not an insurance policy and it is not a substitution for pet insurance. This Contract does not:
- a. Unless specifically referenced in the Veterinary Practice's relevant promotional and advertising material, entitle Your Pet to the cost of any consultations that may precede or succeed any treatment and/or clinical procedure or operation that is deemed clinically necessary by Your Veterinary Practice.
  - b. Cover the treatment of other animals: The Contract is for Your Pet, who is named on the Application Form. It is not transferable between animals.
  - c. Cover treatment at another surgery or practice: Your Contract is between You and Your Veterinary Practice. Your Subscription cannot be transferred to another practice outside of Your Veterinary Practice's company group. Where You choose for Your Pet to have routine preventive treatment anywhere other than Your Veterinary Practice, Your Pet will not be covered by this Contract. If You wish to transfer Your Contract to another practice that is owned by Your Veterinary Practice, you may ask Your Veterinary Practice for details.
5. **Payment of Subscription Fees:** Your Monthly Subscription Fee will be determined with reference to Your Pet's species. Your Contract will continue from month to month until it is ended by either You or Your Veterinary Practice. You must pay the Monthly Subscription Fee by Direct Debit in favour of Merlin as collecting agent for Your Veterinary Practice. The Direct Debit is payable to Merlin's Client Account. Your Monthly Subscription Fee will be deemed to be received by Your Veterinary Practice at the time it is received by Merlin. Your Monthly Subscription fee will be deemed to be settled when it is received by Merlin. Any other amounts due to Your Veterinary Practice for treatments outwith Your Contract are payable directly to Your Veterinary Practice. Your liability to pay the monthly fee continues until the Contract is terminated in accordance with these terms and conditions (please see sections 9 and 10 below).
6. **Alteration of Monthly Subscription Fee and Categories:** Your Veterinary Practice reserves the right to review the Monthly Subscription Fee and Healthcare Plan once a year and Your Monthly Subscription Fee may change as a result. In addition to this annual increase, Your Pet's Monthly Subscription Fee may also change at Your Veterinary Practice's sole discretion as Your Pet reaches different age and weight thresholds or if the cost of Prescription Medicine and/or postage increases.. You will be given at least 28 days' notice of any change to the Monthly Subscription Fee and any notice sent to Your email address or last known postal address will be treated as adequate notice. If You do not accept the increase in Monthly Subscription Fee, You will be entitled to terminate in terms of section 9 below. If You tell us

You want to terminate during the 28 day notice period, You will not be charged the increased Monthly Subscription Fee.

7. **Changes to Direct Debit:** Following a decrease in the Monthly Subscription Fee, Your Monthly Subscription Fee will be automatically changed at the next available collection date. Where You are given notice via email of an increase to Your Monthly Subscription Fee, Your Monthly Subscription Fee will be increased at the end of the 28 day notice period. If You need to change your bank details or Direct Debit collection date, you may contact Your Veterinary Practice 10 working days prior to the due date for collection and we will make the change. There is no fee attributable to this change. If, however, any of your Direct Debit payments are returned to Your Veterinary Practice unpaid, we will be entitled to charge an administration fee, as narrated section 10 below.
8. **Your Responsibilities:** You are responsible for ensuring Your Pet attends Your Veterinary Practice regularly for health checks and that you comply with the advice and treatment Your Veterinary Practice prescribes. You are responsible for ensuring that Your Veterinary Practice is provided with up-to-date contact information for You, including postal address, email address and telephone number. You are also responsible for informing Your Veterinary Practice if Your Pet is lost or stolen or deceased.
9. **Terminating the Contract on an anniversary:** You may cancel the Contract on an anniversary of joining the Pet Health Subscription Plan. To do so, you must give no less than 28 days' notice in writing to Your Veterinary Practice or to Merlin. The notice will only be effective if you have paid Your Monthly Subscription Fee for the entirety of the notice period. In the event that you fail to pay the Monthly Subscription Fee for the entirety of the notice period, the Contract shall continue in full force and effect.
10. **Terminating the Contract on any other date:** If You cancel at any time other than on an anniversary of joining the Pet Health Subscription Plan, Your Veterinary Practice is entitled to charge You either the outstanding amount for treatment received, or the monthly payments due until the anniversary of Your Pet Health Subscription Plan, whichever is lower. Your Veterinary Practice may end Your Contract for any reason by giving You not less than 28 days' notice. Such notice will be deemed valid if sent to Your last known postal or email 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, Your Veterinary Practice may end the Contract with immediate effect. Your Veterinary Practice may also end this Contract if in its 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.
11. **Non-Payment:** If Your Veterinary Practice is unable to collect the Monthly Subscription Fee payment, Your Contract will be automatically suspended and you will not receive any benefits or services associated with the Healthcare Plan. In these circumstances Your Veterinary Practice will contact you to ascertain whether you wish for the payment request to be re-presented to Your bank. If you wish for the payment request to be represented, you must confirm this to Your Veterinary Practice within 21 days of the date of the failed payment and Merlin will re-present the payment request to Your bank within 3-5 working days. In the event that Your Veterinary Practice is again unable to collect the Monthly Subscription Fee payment, Your Veterinary Practice reserves the right to charge a £10 administration fee for each failed payment. This administration charge will be added to your account. If either (a) as outlined above, You fail, within 21 days, to confirm to Your Veterinary Practice that they may re-present the payment request or (b) the second payment attempt is unsuccessful, Your Healthcare Plan will be cancelled automatically. If Your Healthcare Plan is cancelled

automatically because of failed Direct Debits, You will be charged the full price of any products and services received during the course of Your Contract.

12. **Refunds:** No refund of fees will be allowed except in the case of administrative error or death of Your Pet or You. If Your Monthly Subscription Fee is refunded, in full or in part, by Merlin, Your Monthly Subscription Fee will be treated as unpaid and section 10 above may apply.
13. **Variation of These Terms and Conditions:** These terms and conditions of may be varied on 28 days' written notice to You. The variation may be actioned by Your Veterinary Practice or by Merlin on Your Veterinary Practice's behalf. Details of the variation will be sent to Your last known postal or email address. If You do not wish the Contract to continue in light of these changes, You have the right to cancel in terms of sections 9 or 10 of these terms and conditions. If you are cancelling because of variations to the terms and conditions, You will not be required to pay more than one final Monthly Subscription Fee. If you have not exercised your right to cancel within 28 days of receiving written notice of the changes to the Terms and Conditions, You will be deemed to have accepted the variations.
14. **Liabilities:** Merlin collects Your Monthly Subscription Fees on behalf of Your Veterinary Practice. The Contract is not with Merlin and Merlin accepts no liability to You whether in respect of contract, negligence, defective or unsatisfactory treatment in connection with any service it administers on behalf of Your Veterinary Practice. This does not affect any right or remedy You may have against Your Veterinary Practice. Merlin has no obligation to pay Your Veterinary Practice any fees not received by Merlin from You, or any monies owed to You by Your Veterinary Practice.
15. **Your Personal Data:** Merlin, Merlin Vet Export and Your Veterinary Practice will hold and use Your personal data, as defined by UK data protection laws, for the purpose of administering Your Healthcare Plan. Your Veterinary Practice will only use your personal information as set out in its privacy policy, which can be found here: insert details of privacy policy.  
Your Veterinary Practice and Merlin 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 data will not be shared with other organisations for their marketing activities. We will only share your information if there is a legal requirement for us to do so. Your Veterinary Practice, Merlin Vet Export and Merlin will take all reasonable precautions to ensure the security of your data. 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 Merlin.
16. **Complaints Procedure:** If you are unhappy with any aspect of Your Pet's care, should raise this with Your Veterinary Practice directly. Should You have a complaint about the administration of your payment plan, please contact the Merlin at [office@merlinsps.co.uk](mailto:office@merlinsps.co.uk) or 01573 401421.
17. **Governing Law and Jurisdiction:** this Contract is governed by and construed exclusively in accordance with the Law of Scotland. The parties consent to the exclusive jurisdiction of the Courts of Scotland.