## Vetsure Direct Terms and Conditions

These Terms and Conditions ("the **Terms**") cover your use of the Vetsure Direct delivery services ("**Vetsure Direct**"). If you have opted to receive Vetsure Direct services as part of a Pet Health Plan ("the **Plan**") administered by Vetsure Pet Health Plan ("**Vetsure PHP**") you should also refer to the Terms and Conditions of the **Plan** which includes details of the contents of the **Plan**, how payments are taken and other information related to the administration of the **Plan**. The Terms are between your veterinary practice as detailed in the email notification you receive on activation of your **Vetsure Direct** services ("**Your Vet**") and you, the pet owner ("**you**" "**your**").

## Key points to note:

- These Terms and Conditions are important and we strongly advise that you read through them carefully and keep them in a safe place, so that you can refer to them in the future. If you have any questions about these Terms and Conditions, please contact **Your Vet**.
- By agreeing to pay for the **Vetsure Direct** services (either by Direct Debit collected by **Vetsure PHP** on behalf of **Your Vet** or online card payment collected by "**Your Vet**"), you accept these Terms and Conditions.
- If you have subscribed to the Vetsure Direct services as part of a Plan the Vetsure Direct services will not start and will not be effective until the date that your Direct Debit is set up by Vetsure PHP. If you choose to cancel the Plan within 14 days from when your Direct Debit is set up, you will need to pay to Your Vet the full, non-discounted value of any products and services received under the Plan before cancellation.
- 1. How do the **Vetsure Direct** services work?
- The Vetsure Direct service allows Your Vet to arrange for postal delivery of veterinary medicines and products direct from a licensed veterinary wholesaler to your home either as a one-off or on a repeat subscription basis through use of a Vetsure Direct software platform.
- The Vetsure Direct services are either paid for by you as an optional part of an existing Plan by Direct Debit collected by Vetsure PHP on behalf of Your Vet or by online card payment by you to Your Vet.
- If the Vetsure Direct services are paid for as an optional part of a Plan:
  - You will pay a monthly amount, as set out in the new membership notification you receive on activation of your **Plan**, by Direct Debit to **Your Vet** and this Direct Debit will be collected from you and processed by Vetsure PHP on **Your Vet**'s behalf. This amount will be used by **Your Vet** to pay for delivery of veterinary medicines and products included in the **Plan**.

- The **Plan** is an ongoing monthly contract that is automatically renewed by Vetsure PHP on the monthly anniversary of the date that your Direct Debit is set up.
- 2. What is Vetsure Direct's role?
- TVIS Ltd t/a Vetsure Direct with company number 06820979 and registered address 2<sup>nd</sup> Floor Titan Court, 3 Bishop Square, Hatfield, Hertfordshire, AL10 9NA ("Vetsure Direct") provides administrative services and software platforms that enable Your Vet to arrange for delivery of veterinary medicines and products direct to your home either paid for as an optional part of an existing Plan by Direct Debit collected by Vetsure PHP on behalf of Your Vet or by online card payment to Your Vet. This includes collecting and passing your Direct Debit payments onto Your Vet where the Vetsure Direct services are paid for as an optional part of an existing Plan.
- Vetsure Direct is not responsible or liable for, and has no control over:
  - a. the provision or quality of any treatment, products or veterinary services to Your Pet(s).
  - b. the choice of veterinary medicines or products made by Your Vet and the suitability of these veterinary medicines or products for Your Pet(s).
  - c. the accurate prescription of veterinary medicines by Your Vet.
  - d. the timely delivery of veterinary medicines or products ordered by **Your Vet** through the **Vetsure Direct** service.

The provision and quality of any treatment or veterinary service and the prescription of veterinary medicines and choice of products is entirely the responsibility of **Your Vet**. If you have any questions about these aspects or the delivery of veterinary medicines or products then please contact **Your Vet**.

- Vetsure Direct also has no obligation to pay Your Vet's fees and will not be responsible if any amounts which you owe to Your Vet are not received by Your Vet.
- 3. If I have more than one pet, are all of my pets covered by the **Vetsure Direct** services?
- The Vetsure Direct services entitles Your Pet(s) (i.e. the pet(s) named in the new subscription notification email you receive from Vetsure Direct on activation of your subscription) to receive direct delivery services. The Vetsure Direct service is personal to Your Pet(s) and is non-transferable between any other pets not listed in the new subscription notification email. If you have more pets than those listed in your new subscription notification we have sent you, you will need to contact Your Vet to add the additional pets.
- Products prescribed by **Your Vet** must be used in accordance with **Your Vet**'s instructions and must not be used on any pet other than **Your Pet**. If **Your Pet**

is sensitive or allergic to the products prescribed, substitute products may be available, which may result in an additional charge. Please discuss **Your Pet**'s clinical requirements with **Your Vet**.

- 4. Can I use the Vetsure Direct services with any other vet or veterinary practice?
- No, unfortunately not. The **Vetsure Direct** service is specific to the vet or veterinary practice set out in the new subscription notification email you receive from **Vetsure Direct**.
- 5. What happens if I fail to pay for the Vetsure Direct services?
- If the Vetsure Direct services are paid for as an optional part of a Plan and you do not pay your Direct Debit installments Vetsure PHP reserve the right to terminate Your Plan and the Vetsure Direct services included therein on behalf of Your Vet in accordance with paragraphs 5 and 7. Vetsure PHP will attempt to collect your Direct Debit installments on the agreed date. If the first attempt at collecting an installment is not successful for any reason, Vetsure PHP will inform you and will attempt to collect the payment from you via Debit or Credit card within 7 days. If we are unable to collect your monthly payment within 7 days we will cancel the Plan and your Direct Debit payment Plan on behalf of Your Vet.
- If the **Vetsure Direct** services are paid for by online card payment to **Your Vet** then **Your Vet** reserves the right to terminate the Vetsure Direct services in accordance with paragraphs 5 and 7.
- 6. How can I terminate the Vetsure Direct services?
- If the Vetsure Direct services are paid for as an optional part of a Plan and if, after initially taking out the Plan, you change your mind and wish to cancel the Vetsure Direct services, you have 14 days from the date that your Direct Debit is set up in which to do so. You will need to pay to Your Vet the full, non discounted value of any Treatments received prior to the date of cancellation of the Plan. You can terminate the Plan, or the optional Vetsure Direct Debit payment is taken by providing Vetsure PHP with one month's notice. If you wish to cancel the Plan, or the optional Vetsure Direct component of the Plan, or the optional Vetsure Direct component of the Plan, or the optional Vetsure Direct component of the Plan, or the optional Vetsure Direct component of the Plan, or the optional Vetsure Direct component of the Plan, or the optional Vetsure Direct component of the Plan, or the optional Vetsure Direct component of the Plan, or the optional Vetsure Direct component of the Plan, or the optional Vetsure Direct component of the Plan, or the optional Vetsure Direct component of the Plan specifically, you should contact Vetsure PHP by telephone (0800 050 2022) or by email (healthplans@vetsure.com).
- If the Vetsure Direct services are paid for by online card payment to Your Vet, then you should contact Your Vet to arrange termination. You will need to pay to Your Vet the full, non discounted value of any Treatments received prior to the date of termination.
- 7. Can Vetsure PHP or Your Vet terminate the Vetsure Direct services?
- If the Vetsure Direct services are paid for as an optional part of a Plan and you fail to keep up with the monthly payments under the Plan, Vetsure PHP

will terminate the **Plan** and **Vetsure Direct services**, on behalf of **Your Vet**, in accordance with paragraph 5.

- If the **Vetsure Direct** services are paid for by online card payment to **Your Vet** then **Your Vet** will terminate the services, in accordance with paragraph 5.
- Vetsure Direct and Your Vet reserve the right to terminate the Vetsure Direct services by giving you one month's written notice for any reason that we consider reasonable and necessary (for example, if Your Vet finds that the Vetsure Direct services becomes financially unviable).
- Your Vet or Vetsure Direct may (on Your Vet's behalf) suspend the Vetsure Direct services if you owe any amounts to Your Vet for any treatments or medications and which are more than 7 days' overdue. The Vetsure Direct services will be reactivated once you pay this outstanding amount in full.

## 8. Your Responsibilities under the Plan and Vetsure Direct services

The accurate prescription of veterinary medicines and products by **Your Vet** is highly dependent on **Your Vet** having an accurate record of the weight of **Your Pet**. As such you have a responsibility to make **Your Vet** aware of weight changes that may be experienced by **Your Pet** between regular veterinary health examinations.

- If the Vetsure Direct services are paid for as an optional part of a Plan and your personal details change, particularly your home address, you will notify Vetsure PHP immediately. If the Vetsure Direct services are paid for by online card payment to Your Vet and your personal details change, particularly your home address, you will notify Your Vet immediately
- If Your Pet is lost or passes away, you will notify **Your Vet** and, if the **Vetsure Direct** services are paid for as an optional part of a **Plan** contact **Vetsure PHP** to cancel the **Plan**.
- You are responsible for ensuring that Your Pet(s) attend(s) Your Vet regularly and that you comply with the advice and Treatments which Your Vet prescribes and provides for Your Pet(s). Whilst Your Vet will endeavour to send reminders to you about Treatments for Your Pet(s) (including any booster vaccinations), it remains your responsibility to present Your Pet(s) for vaccination and health checks at the appropriate time.
- 9. How quickly should I receive my products?
- You will receive an email notification from Vetsure Direct when Your Vet initially activates your susbscription for Vetsure Direct services and every time a repeat order is generated through the Vetsure Direct system for Your Pet(s). You should allow up to 10 working days after receipt of this email for delivery of the veterinary medicines and products included in the order.
- 10. What should I do if I do not receive my products or they are damaged?

- If you have any queries with regards to your orders, the products and medicines are damaged or incorrect, then please contact **Your Vet**.
- If You are unhappy with the Treatments or any aspect of Your Pet's veterinary care please contact **Your Vet**.
- 11. Are there any other terms that I need to be aware of?
- In order to comply with dispensing regulations Your Pet(s) will need to have been examined by a veterinary surgeon at an interval defined by Your Vet (typically every 6 months but consult Your Vet for confirmation). In the event that Your Pet(s) has not been examined by a veterinary surgeon within the defined interval, Vetsure Direct and/or Your Vet will temporarily suspend the Vetsure Direct services until an appointment can be arranged.
- You should make **Your Vet** aware immediately if any of **Your Pet**(s) veterinary medicines or products arrives damaged, or is incorrect, or does not match the prescription details included with the order.
- The Vetsure Direct Service is personal to you and Your Pet(s). This means that you cannot transfer the **Plan** to other pets or another person.
- Your Vet can vary the prices being charged for the Vetsure Direct services by giving you one month's written notice. If, after receiving this notice, you no longer wish to continue with the Vetsure Direct services, you can cancel the Vetsure Direct services by following paragraph 6. If you do not cancel the Vetsure Direct services within one month of Your Vet's notice to you of the price change, you will be deemed to have accepted the price change.
- You must be over 18 years of age to agree to the Terms and sign up to the **Vetsure Direct** services.
- These Terms are subject to English law and the English courts.
- 12. Data Protection use of your Personal Information
- Vetsure Direct and Your Vet will collect the following personal information from you: name, address, date of birth, e-mail address, telephone number, and information about Your Pet(s) relevant to provision of the Vetsure Direct services.
- Vetsure Direct will also collect Direct Debit details (and payment card details if required to collect missed direct debit payments) relevant to provision of the Vetsure Direct services where you have elected to receive direct delivery services as part of an existing Plan.

- Your Vet will also collect payment card details relevant to provision of the Vetsure Direct services where you have elected to receive direct delivery services independently to an existing Plan.
- The purposes for which **Vetsure Direct** hold and use your personal data are to enable **Vetsure Direct** to:
  - a. instruct **Your Vet** when **You** have elected to receive direct delivery of products included in **Your Plan** such that they can generate prescriptions on a subscription basis through the **Vetsure Direct** software platform;
  - b. conduct market research to improve services to you and other customers;
  - c. comply with its legal obligations; and
  - d. detect and prevent fraud.
- In order to fulfil the direct delivery services, **Vetsure Direct** may receive and share your personal data with:
  - a. Your Vet, so that Your Vet can arrange direct delivery of products where appropriate; and
  - third party processors of Vetsure Direct including processors involved in the fulfilment of picking, packing and delivery of veterinary medicines and products.
- Vetsure PHP and Vetsure Direct operates appropriate procedures to ensure that your personal data is kept safe and secure.
- You have the right to know what personal data **Vetsure Direct** holds about you, why they hold it and what they do with it. If you wish to find out any of these things or advise **Vetsure Direct** of a change to your personal data then please contact **Vetsure Direct** by telephone (0800 050 2022) or by email (<u>healthplans@vetsure.com</u>) or write to **Vetsure Direct** at: 2<sup>nd</sup> Floor, 3 Bishop Square, Hatfield, Hertfordshire, AL10 9NA.

For full details of the Privacy Policy of **Vetsure PHP** and **Vetsure Direct** please visit: www.myvetshealthplan/your-privacy