

## Terms and Conditions of your Health Care Plan ("Your Plan")

These terms and conditions, ("Terms") and the Direct Debit Form are the basis of our contract with you, the pet owner ("you", "your"). These Terms 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.

Your Pets Health Care Plan is with your registered practice and the payments are administered by VetPay Pty Ltd, PO BOX 633, KENT TOWN BC, SA 5071(referred to in these Terms as "we, us, our"). VetPay Pty Ltd collect payments on behalf of the Veterinary Practice that you have registered with which is named on your Membership Application Form ("Your Vet") to pay for Your Plan.

1."Treatment" your pet is entitled to. The treatment paid for by Your Plan entitles the pet that appears on your welcome letter ("Your Pet") to treatment. Your Pets Health Care Plan, ("Plan") entitles Your Pet to the services and features as per the level of plan that you have opted for. These services and features are listed in the health care plan leaflet that you have been provided. Please note, nothing in Your Plan prevents you and Your Vet agreeing that they will provide additional healthcare, services and treatments outside Your Pet's entitlement under Your Plan. Any additional healthcare, services or treatments which are not included in Your Plan will incur an additional charge which is payable separately by you to Your Vet.

2. Your Plan entitles Your Pet to receive Treatment at Your Vet only. If you choose to have healthcare, services or treatments provided by a veterinary practice other than Your Vet, these services will not be covered by Your Plan.

**3**. Your Plan may not be transferred either from Your Pet to another pet, or from you to a third party. In the event of Change of Ownership of your Vet, the new owners will reserve the right to cancel your plan and are not obliged to offer any refunds. In the event of closure of the Vet Practice that Your plan is registered with- no refunds will be given.

**4.** 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 under Your Plan, substitute products may be available, which may result in an additional charge. Please discuss Your Pet's clinical requirements with Your Vet.

**5**. Payments and your Direct Debit. By entering into Your Plan you are agreeing to pay the initial one-off payment as detailed in the Membership Application Form, followed by equal payments from your nominated bank account or credit card on the 1<sup>st</sup> or 15th of the month.

**6.** The plan benefits run on a 12 months basis from when you sign up and no benefits can be rolled over if not taken within the 12 months.

7. If you do not pay any of your upfront due instalments for any reason other than clause 8, No refunds will be given and Your Vet reserves the right to terminate Your Plan immediately and obtain from you a sum equal to; the difference between the value of Treatments received at normal full price against the value of the payments made by you (joining fee and upfront payment is a separate payment and cannot be included as a figure in any payment made).

**8.** Death of Your Pet/Missing Pet. You should notify Your Vet who will contact us to cancel Your Plan. In this unfortunate instance, refunds will only be given for the sum equal to the difference between the value of Treatments received at normal full price against the value of the payments made by you (the initial joining fee and upfront payment is a separate payment and cannot be included as a figure in any payment made). The request for this should be made in writing **direct to Your Vet**.

**9**. Your Plan is an annual contract and unless otherwise advised by you, your direct debits will continue and Your Plan will remain in place with the renewal of the associated benefits.

10. Conditions. You MUST be over 18 years of age.

Your Plan is not available to you if you have defaulted on any payments for other treatments etc, with Your Vet or VetPay. All new Plans are subject to our acceptance of your Membership Application and we reserve the right to refuse to enter into Terms with you.
You are responsible for ensuring Your Pet attends Your Vet regularly and that you comply with the advice and treatment Your Vet prescribes for Your Pet.

13. If you have any questions about these Terms, please contact us in writing at <u>myaccount@vetpay.com.au</u>

14. If you are unhappy with the treatment or any aspect of Your Pet's veterinary care, you should contact Your Vet.

**15**. Personal information which you give us will be used by the Practice you have your membership with and VetPay to process your application. We may also from time to time let you know about promotions and new products that may be of interest to you. Please contact us direct on myaccount@vetpay.com.au should you not wish to receive such notifications.

## **16. THIS IS NOT AN INSURANCE POLICY.**