

TERMS AND CONDITIONS OF PARTICIPATION

1. About these terms and conditions

- 1.1 **What these terms cover.** The terms and conditions, together with your application form, set out the terms relating to the agreement between PDSA and you regarding your participation in the Scheme, payment for participation in the Scheme and your entitlement to the pre-paid services and benefits which that provides.
- 1.2 **Why should you read them.** Please read these terms carefully before you submit your completed application form to us. These terms tell you who we are, how we will provide the services and benefits to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think there is a mistake in these terms, please contact us to discuss.
- 1.3 **The Scheme is not insurance.** The Scheme is not an insurance product. You should consider carefully whether you require pet insurance in addition to your participation in the Scheme.

2. Information about us and how to contact us.

- 2.1 **Who 'we' are.** We are the People's Dispensary for Sick Animals (trading as PDSA) a charity registered with the Charity Commission in England in Wales with number 208217 and in Scotland with SC037585.
- 2.2 **How to contact us.** You can contact us by telephoning us on 0800 164 5040 between 9am and 5pm Monday to Friday or by emailing to us at petcare@pdsa.org.uk or by post to PDSA, Whitechapel Way, Priorslee, Telford, Shropshire TF2 9PQ.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephoning or by writing to you at the email address or postal address you have provided to us in your application form. If your personal details change, please tell us and your Vet as soon as possible.

3. Meanings of particular words in these terms and conditions

- 3.1 When used in these terms and conditions:
- (a) **Benefits** means the benefits available to Scheme Participants in addition to the Vet Services. Those benefits are listed in clause 6.1
- (b) **Card/Email** means a PDSA Pet Care Scheme card/email which we will send you.
- (c) **Eligibility Criteria** means the criteria you must meet to be accepted on the scheme. Those criteria are listed below in clause 4.2 of these terms and conditions.
- (d) **Pet** means the domestic cat or dog which you own and which is registered with us to benefit from the Scheme.
- (e) **Scheme** means the scheme known as the Pet Care Scheme which is operated by PDSA in accordance with and as described in these terms.
- (f) **Treatment** means examination, diagnosis or management of a disease or condition deleterious to the wellbeing of your pet, including the provision of veterinary medicinal products or veterinary procedures.
- (g) **Vet** means veterinary practice with which you are registered and which will provide the Scheme benefits to your pet.
- (h) **Vet Services** means the discounted services to be made available by the Vet under the Scheme, during each participation period. These are detailed in clause 5.2
- (i) **Writing** includes emails. When we use the words "writing" or "written" in these terms.

4. Participating in the Scheme

- 4.1 **Your application.** You may apply to participate in the Scheme in respect of the one pet only. This will be your Pet for the purposes of the Scheme. You can do this by completing the application form on-line or by sending the completed application form to us either by emails at petcare@pdsa.org.uk or by post to PDSA Pet Care Team, Whitechapel Way, Priorslee, Telford, Shropshire TF2 9PQ.

- 4.2 **Eligibility Criteria.** You may only take part in the Scheme if you meet our Eligibility Criteria at the time that you apply, or renewal of your participation of the Scheme, as appropriate. Our Eligibility Criteria, which may change from time to time, are:

- (a) You must be 18 years of age or over; and
- (b) No pet in your household (other than your Pet) is registered by you or another participant in the Scheme; and
- (c) Your pet is a cat or a dog
- (d) You are in receipt of one of more benefits which we may specify from time to time. Currently these are as follows:
- (i) Housing benefit; or
- (ii) means tested support with Council tax; or
- (iii) Universal Credit with housing element Rate Relief (in Northern Ireland only); and
- (e) You live within one of the geographical areas in which we offer the Scheme participation. For details of the eligible areas please see: <https://www.pdsa.org.uk/petcaresupport>

- 4.3 **How we will accept your application.** Our acceptance of your application to participate in the Scheme will take place when we email you confirming that it has been accepted, at which point a legally binding contract will come into existence between you and us. If you do not have an email address, we will call you to confirm when your application is accepted and in that case, that is when the legally binding contract will come into existence between you and us.

- 4.4 We may refuse your application. If we decide to refuse your application we will inform you of this and you will not be charged for the participation of the Scheme. A refusal might be because you do not meet the Eligibility Criteria, due to unexpected limits on our resources which we could not reasonably plan for or for any other reason we reasonably decide.

- 4.5 **Failed Payment.** Please refer to clause 15 for further information about pricing. If we are not able to obtain payment authorisation but a Card or confirmation email has already been sent to you, you will no longer have the rights to use the Scheme.

- 4.6 **Direct Debit failure.** You may choose to pay by Direct Debit if a Direct Debit mandate is not accepted, you will be asked if you are able to make a full payment of the balance of the charges for the Scheme participation. In such circumstances, if you do not make full payment then we reserve the right to withdraw access to the Services and Benefits under the Scheme.

5. Veterinary services available to participants of the Scheme.

- 5.1 **Veterinary practices providing the Vet Services.** The Vet Services which are made available to Scheme participants, are only available from vet practices in Great Britain and Northern Ireland which have agreed to be involved with the Scheme. If you choose your Pet to receive healthcare, services or treatments provided by a vet practice other than the practice which is registered as your pet vet for Scheme purposes, then that other healthcare, services or treatment will not form part of the Scheme benefit.

- 5.2 **What veterinary services are covered.** The Vet Services available to Scheme participants are:

- (a) One vet health consultation per year (for any purpose). This may be in the form of a veterinary consultation to discuss a condition, diagnose or treat your pet if it is ill, or a routine health check if your Pet is not ill. This will be during your Vets normal working hours. There will be no additional charge for this benefit, however, this does not include any products or treatment which your Vet may provide during, or prescribe as a result of, that consultation;
- (b) One primary vaccination course or booster vaccination per year including a pet wellbeing MOT or health check, in accordance with your Vet's standard vaccination policy. There will be no additional charge for this benefit, however, this does not include any products or treatment which your Vet may provide during that vaccination.

TERMS AND CONDITIONS OF PARTICIPATION

Rabies vaccinations or those associated with the PET Travel Scheme (see <https://www.gov.uk/take-pet-abroad>), are not included: and

- (c) 20% discount off your Vet's full price veterinary treatments, excluding food, nutraceuticals, out of hours' services, breeding related treatments and preventative healthcare. This discount cannot be used in-conjunction with any other discount or Scheme offered by your Vet.
- 5.3 **Your Pet can receive other care but you must pay for it.** Your participation in the Scheme does not prevent you from obtaining other services or products from your vet, or any other vet but you must pay for the costs of any consultations and treatments which are not covered by the Scheme, these will not be paid for by PDSA.
- 5.4 **You must book your appointments.** You are responsible for booking your appointment(s) with your Vet to receive the Vet Services at the appropriate time(s), and ensuring that you attend those appointments. You are responsible for ensuring that booster vaccinations are administered to your Pet within the relevant timeframes.
- 5.5 **If your Pet is lost or dies.** If your Pet is lost or dies, you must tell us and your Vet immediately, so that we and your Vet can update records. We will stop taking any further payments from you but you will not be entitled to a refund of any charges you have paid for participating in the Scheme up to the point at which you notify us and your Vet that your Pet is lost or deceased and dependent on which Benefits and Vet Services of the Scheme have been accessed.
6. **Benefits available to Scheme participants in addition to the Vet Services.**
- 6.1. **Other Benefits available.** In addition to the Vet Services, the following additional benefits are also included in the Scheme:
- (a) access to PDSA Pet Helpline which is a 24 hour phone advice line, staffed by veterinary nurses (see further information in clause 6.2 below);
- (b) 15% discount off PDSA pet insurance, provided by PDSA Trading Limited (for cats and dogs only, and subject to exclusions);
- (c) access via email to our quarterly PDSA newsletter, produced for supporters and donors.
- 6.2 **PDSA Pet Helpline.** The PDSA Pet Helpline provides veterinary triage, support and advice. This is provided by RCVS registered veterinary nurses and is based upon the information you share with them. It will help you decide whether you should take your Pet to see a vet. The staff will never attempt to diagnose a condition over the telephone. Should you be confused or unsure about the advice given then please raise this with the PDSA Pet Helpline or take your Pet to a vet. If you have any concerns regarding the quality of the advice given via the PDSA Pet Helpline, please raise these directly with us on 0808 164 5040 during 9am and 5pm Monday to Friday or by writing to at petcare@pdsa.org.uk or PDSA Pet Care team, Whitechapel Way, Priorslee, Telford. TF2 9PQ
- 6.3 **Participation in the Scheme does not guarantee access to insurance.** Your participation in the Scheme does not mean that you will be successful in any application for pet insurance from any person.
7. **Your PDSA Pet Care Scheme Membership Information**
- 7.1 **We will send a Card or Email to you.** We will send a Card or Email to you within 5 working days of your application being accepted.
- 7.2 **Take your Card or Email to your Vet.** You must take your Card or Email with you to show your Vet when you take your Pet for any vet service. If you have not received your Card, you must show the email from us which confirms your application acceptance.
- 7.3 **Your Card or Email is personal** your Card and Email must only be used by you, or if you are unable to attend, a person nominated by you with the express agreement of the practice, for your pet. You must not allow any other person to use your Card or otherwise access the Vet Services.
8. **Our rights to make changes**

8.1 **Minor Changes.** We may change the Vet Services, the Benefits, and/or these terms:

- (a) to add other benefits either on a temporary or permanent basis;
- (b) to reflect changes in relevant laws; and/or
- (c) to deal with administrative changes.

8.2 **Significant changes to the Scheme.** In addition, we may remove or change any of the Vet Services and/or Benefits, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect (see clause 11.2 (a)).

9. Events outside of our control

9.1 We are not responsible for delays or events outside of our control. If your receipt of any of the Vet Services or Benefits is delayed or disrupted by an event outside our control then we will contact you as soon as possible to let you know and we will take reasonable steps to minimise the effect of the delay. Provided we do this we will not be liable for delays or disruption caused by the event, but there is a risk of substantial delay or disruption you may contact us to end the contract and you may be entitled to a refund dependent on which Benefits and Vet Services of the Scheme have been accessed.

10. Length of participation in the Scheme and renewal

10.1 **Participation will last for an initial period for one year and will automatically renew for successive one year periods unless you no longer meet the Eligibility Criteria or the contract is cancelled by you or us.** Access to the Scheme will start on the date we notify you that you have been accepted and your participation will end when either you or we end the contracts (this is explained in clauses 11, 12 and 13).

10.2 **We are not obliged to renew your participation in the Scheme.** If you stop being eligible for participation in the Scheme we do not have to renew your participation.

10.3 **Notification of renewal of participation in the Scheme.** Two months before the end of each year of your participation in the Scheme, we will write to inform you that your participation will automatically renew for a further year. This is subject to you meeting the Eligibility Criteria at the time of the renewal of participation. We may require other information (including a direct debit form) relevant to the proposed renewal of the participation.

10.4 **If you stop being eligible to participate in the Scheme.** We may refuse to renew your participation in the Scheme. If we do so, we will inform you and will not charge you for participation in the Scheme after your current participation ends. You must tell us before your participation in the Scheme is renewed if you will not meet the Eligibility Criteria on the renewal date.

11. Your rights to end the contract

11.1 **You can end your contract with us.** Your rights when you end the contract will depend on circumstances including how we are performing and when you decide to end the contract:

(a) **if the Vet Services and/or Benefits are mis-described by us you may have a legal rights to end the contract** (or to get a service re-performed or to get some or all of your money back). See clause 14.

(b) **If you want to end the contract because of something we have done or have told you we are going to do;** see clause 11.2;

(c) **If you have just changed your mind about participating in the Scheme,** see clause 11.3. You may be able to get a refund if you are within the cooling-off period. Providing you notify us 7 working days in advance using the Pet Care Client cancellation form. A refund is dependent on which benefits and Vet Services of the Scheme have been accessed.

(d) **in all other cases (if we are not at fault and there is no right to change your mind),** see clause 11.5.

11.2 **Ending the contract because of something we have done or going to do.** If you are ending the contract for a reason set out at (a) to (e) below, the contract will end immediately and you may be entitled to a refund depending on the number of Benefits and Vet

TERMS AND CONDITIONS OF PARTICIPATION

Services you have received at the time at which the contract comes to an end. The reasons are:

- (a) we have told you about an upcoming change to the Vet Services and/or Benefits or these terms, which you do not agree to (see clause 8.2);
- (b) we have told you about an error in the price or description of the Vet Services and/or Benefits and you do not wish to proceed;
- (c) there is a risk that supply of any of the Vet Services and/or Benefits may be significantly delayed because of events outside our control (subject to any agreed period of delay);
- (d) we have suspended supply of any of the Vet Services and/or Benefits for technical or practical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

11.3 Exercising your right to change your mind – Consumer Contracts (Information, Cancellation and Additional Payments Regulations 2013. For most services bought online or over the phone, you have a legal right to change your mind and to receive a refund. These rights, under the Regulations named above are explained in more detail in these terms.

11.4 How long do I have to change my mind under the Regulations and will I get a refund? You have 14 days starting on the day we confirm that we accept your application. You will be entitled to a refund, subject to amounts which we may deduct from that refund in accordance with clause 11 inclusive.

11.5 Ending the contract where we are not at fault and there is no statutory right to change your mind. Even if we are not at fault and you do not have a statutory rights to change your mind (see clause 11.1), you can still end the contract before your current period of participation ends. If you want to do this, you must complete the Pet Care client cancellation form you can find this on our website [pet care client cancellation form.pdf](https://pdsa.org.uk/pet-care-client-cancellation-form.pdf) (pdsa.org.uk). The contract will end once you have told us you want to end your contract and you may be entitled to a refund depending on the number of Benefits and Vet Services which you have already received at the time at which the contract comes to an end, the amount of any such refund will be calculated in accordance with the costs associated with each of the different Vet Services. If you do end the contract in accordance with this clause 11.5, then if you pay in instalments we will not take any further instalments from you, provided that you tell us at least 7 working days before the next payment is due to be taken from your card or account.

12. How to end your contract with us (including if you have changed your mind).

12.1 Tell us you want to end the contract. To do this, please let us know by one of the following means. We reserve the right to vary these methods from time to time:

- (a) **Phone or email** Call customer services on 0808 164 5040 to request a Pet Care client cancellation form you can find this on our website [pet care client cancellation form.pdf](https://pdsa.org.uk/pet-care-client-cancellation-form.pdf) (pdsa.org.uk). The you can return the form by email at petcare@pdsa.org.uk or **return it by post to** PDSA Pet Care Team, Whitechapel Way, Priorslee, Telford, Shropshire TF2 9PQ

12.2 How we will refund you. If you have paid the full annual price in advance, where possible we will refund the price to you, by the method you used for payment. However, we may make deductions from the price, as described below.

12.3 Deductions from refunds if you exercise your statutory right to change your mind. If you are exercising your statutory right to change your mind, we may deduct from any refund, the cost of Vet Services and the Benefits which you have received at the time which you tell of your wish to cancel. If you cancel after you have received any Vet Services and/or Benefits, you must pay for the Vet Services and/or Benefits which have been provided up until the time you tell us that you have changed your mind. We will calculate and tell you the price payable but it will never be more than the amount of the total costs relevant to the Vet Services and the Benefits which you have actually received by the time you tell us you wish to cancel. Of course, we will not take any further instalments from you.

12.4 When your refund will be made. We will make any refunds due

to you as soon as possible. If you are exercising your right statutory right to change your mind as described in clause 11.4 then your refund will be made within 14 days from the day on which you tell us you wish to cancel by the method used for payment.

13. Our rights to end or suspend the contract

13.1 We may end the contract if you breach it. We may end the contract, and your participation in the Scheme and access to the Vet Services and Benefits, at any time by writing to you if:

- (a) you do not make any payment to us when due (including if one or more attempts by us to collect payment from you is returned by the bank unpaid) and you still do not make payment within 30 days of us reminding you that payment is due;
- (b) you cancel your direct debit;
- (c) you are in breach of any of your obligations under the contract, for example you allow someone else to use your Card or Email; or
- (d) your Vet asks us to end the contract because you have debt with them, in accordance with clause 13.4 below.

13.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 13.1 we will refund any money you have paid in advance for the period in which the Vet Service and Benefits will not be made available to you, but we may charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

13.3 We may withdraw the Vet Services and/or Benefits. We may write to you to tell you that we are going to stop providing the Vet Services and Benefits. We will let you know in advance of our stopping the supply of such Vet Service and Benefits and will refund you any sums you have paid for the period in which the Vet Services and Benefits will not be made available. This is in addition to our right to withdraw the Scheme and decline any renewals.

13.4 We may suspend the contract. We may suspend the contract, and your participation in the Scheme at any time by writing to you if your Vet tells us that you have not made a payment due to them within 60 days of its due date. Your access to the Vet Services and Benefits and your participation in the Scheme will resume when your Vet tells us that you have paid the amounts

14 If there is a problem

14.1 How to tell us about problems. If you have any questions or complaints about the Vet Services, Benefits or other element of the Scheme, please contact us. You can telephone us on 0808 164 5040 during 9am to 5pm Monday to Friday or in writing to us at PDSA Pet Care Team, Whitechapel Way, Priorslee, Telford, Shropshire TF2 9PQ.

14.2 Investigate your complaint. We will aim to acknowledge your complaint within 5 working day of receipt of your complaint. The time that we need to investigate and resolve a complaint depends on the nature of the complaint but we aim to have the majority of complaints resolved within 21 days. If your complaint is going to take longer than this to resolve, we will tell you.

14.3 If your complaint relates to your Vet. If you have a complaint about your Vet, you should discuss this with your Vet in the first instance, according to their complaints policy. However, if you are not satisfied after following your Vet's complaints procedure, please let us know.

14.4 Summary of your legal rights if things go wrong. This is a summary of your key legal rights. These are subject to certain exceptions, for more information, you can visit the Citizens Advice website at <https://www.adviceguide.org.uk> or call 03454 04 05 06.

- (a) you can ask us or the Vet (depending on who has provided the relevant service or benefit) to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if it can't otherwise be remedied;
- (b) if you haven't agreed a price, what you're asked to pay must be reasonable; and
- (c) if you haven't agreed a time, it must be carried out within a reasonable time.

TERMS AND CONDITIONS OF PARTICIPATION

15. Price and payment

- 15.1 **Where to find the price for participation in the Scheme.** The price for participating in the Scheme (which includes VAT) will be the price shown on the application for. It is also shown on the Pet Care factsheet. We take all reasonable care to ensure that the price for the services and benefits available as a result of participation in the Scheme advised to you is correct. However, please see clause 15.4 for what happens if we discover an error in the price.
- 15.2 **We may increase the price on renewal.** On renewal of your participation in the Scheme, we may increase the price of participation. The price that will apply if you renew your participation will be shown on the renewal information that we send you.
- 15.3 **We will pass on charges at the rate of VAT.** If the rate of VAT changes between the date you submit your application, and the date we accept it, we will adjust the rate of VAT that you pay.
- 15.4 **What happens if we get the wrong price.** It is always possible that, despite our best efforts, the incorrect price may be displayed on our application form or elsewhere. We will normally check price information before accepting your application to avoid any errors but if we accept and process your application where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as mis-pricing, we may end the contract, refund you any sums you have paid.
- 15.5 **When and how to pay.** We accept most major credit and debit cards, or you can pay by direct debit. If you wish to pay by another method, please contact us on 0808 164 5040 but please note that we do not guarantee to accept payment by any other means. You can pay the annual price in one single payment in advance or pay in monthly instalments in the amounts specified on our website or application form. (Please also see clause 4.6). No interest will be charged on the price if you choose to pay by instalments.
- 15.6 **What happens if there is an error in payment.** If we are unable to process payment from the account or debit/credit card details you have provided, we will contact you to verify your details.
- 15.7 **You must have the account/cardholder's permission.** If you are not using your own credit/debit card or account to pay, you must have the cardholder's/account holder's permission before submitting payment details to us. By submitting these details to us, you are confirming that you have obtained the card/account holder's permission.
- 15.8 **Paying by Direct Debit.** If you choose to pay by direct debit, the Direct Debit Guarantee will apply, as set out on the direct debit form you have signed. If any of your direct debit payments are returned to us unpaid by your bank, we will inform you, and will arrange a subsequent attempt to collect payment from your bank account. If this happens, we may charge you an administration fee in the amount of the direct cost to us of collection but we will not charge any more than this.

16. Our responsibility for loss or damage suffered by you

- 16.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, are negligent or otherwise fail in our duties and obligations to you, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or other failure but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contact was made, both we and you knew it might happen.
- 16.2 **We do not exclude or limit our liability to you where this would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Vet Services and Benefits as summarised in clause 14.4, and for defective products liability under the Consumer Protection Act 1987.
- 16.3 **The provision of Vet Services is a matter for you and you're Vet only.** All veterinary treatment, advice and other veterinary services, whether constituting Vet Services or otherwise, are provided by your Vet directly to you, we administer the Scheme only. We do not provide veterinary care except as expressly described in these terms and we do not guarantee the types of products and services made available to you by your Vet, or the

manner in which they are provided, and are not liable for such matters. If you have any concerns about the quality of care from your Vet, you should raise these directly with your Vet.

- 16.4 **We are not liable for veterinary services provided by your Vet.** We are not liable for any veterinary services provided by your Vet, whether part of the Vet Services or otherwise. All treatment and payment and any outcomes, effects, adverse reactions or treatment complications, whether expected or unexpected, shall be a matter between you and your Vet only, and we will not have any liability in respect of such matters, including for any costs incurred by you.
- 16.5 **Products must be used in accordance with your Vet's instructions.** Any products prescribed by your Vet must be used only for your Pet in accordance with your Vet's instructions. They must not be used for any other pet. You are responsible for ensuring that you provide your Vet with the correct information regarding your Pet.
- 16.6 **You are responsible for booking appointments.** You are responsible for ensuring your Pet attends your Vet regularly and as needed, and that you comply with the advice and treatment prescribed by your Vet. Your Vet may remind you about any vaccination booster that is due, but it is your responsibility to ensure that you are aware of the relevant date and make an appropriate appointment with your Vet, and you should not rely solely on any reminder system that your Vet may use. We will not be responsible or liable in any way if you miss any vaccination booster or other appointment or do not otherwise attend your Vet when you should have done. If you have had a reminder about a booster vaccination and you fail to take your Pet for that booster such that a primary vaccination course is needed again, you will be responsible for the full cost of that primary course in full and that cost will not be covered in the Scheme.
- 16.7 **The PDSA Pet Helpline does not give veterinary advice.** Any advice given to you via our PDSA Pet Helpline does not constitute veterinary advice and is no substitute for taking your Pet to a veterinary surgeon if you are concerned that it needs veterinary treatment. We are not responsible for any injury caused to your Pet or any costs of treatment for your Pet incurred as a result of misinterpretation of any information given to you via the PDSA Pet Helpline, or for you're delaying in taking your Pet to see a vet.

17. Your personal data

- 17.1 **How we use your personal data.** We will use the personal information you provide to us:
- (a) supply and administer the Vet Services and Benefits to you under the Scheme which may also mean contacting you with pet welfare information;
 - (b) process your payment for participation in the Scheme; and
 - (c) give information about PDSA's other charitable services and activities including how you can help with fundraising. You may stop receiving this at any time by contacting our customer services team.
- 17.2 **We will not share your personal information for third party marketing.** We will not share your personal information with other organisations for their own marketing activity. We will only share your information with other third parties where the law requires us to do so or where we have a contracted supplier who is providing us with certain services in connection with this contract and/or the Scheme. We will also ensure your personal data is kept secure.

18. Other important terms

- 18.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms and the contract to another organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 18.2 **You cannot transfer your rights to someone else or a different pet.** You cannot transfer your participation in the Scheme, or any rights to access the Vet Services and Benefits, to anyone else and the Scheme is for the Pet named on the application only and not any other pet.
- 18.3 **Nobody else has rights under this contract.** This contract is between you and us, no other person shall have any rights to enforce any of its terms. Neither of us will need to get the

TERMS AND CONDITIONS OF PARTICIPATION

agreement of any person in order to tend the contract or make any changes to these terms.

- 18.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the clauses of these terms in separate, if any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 18.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you under this contract, it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue you to participate in the Scheme, we can still require you to make payment at a later date.
- 18.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Scheme in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Scheme in either the Scottish or English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Scheme in either the Northern Irish or the English courts.
- 18.7 **Alternatively dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may contact the alternative dispute resolution provider we use. You can submit a complaint to Veterinary Client Mediation Services via their website at <https://www.vetmediation.co.uk> You will not be charges for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.
- 18.8 **Your statutory rights are not affected.** Nothing in these terms and conditions will affect your statutory rights. This means that nothing in these terms will affect any of your rights which are available to you in law and those rights will still remain available to you despite anything and in addition to, any rights contained in these terms.