

PDSA PET CARE SCHEME

TERMS AND CONDITIONS OF PARTICIPATION

1. **About these terms and conditions**
 - 1.1 **What these terms cover.** These 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 you should 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 that 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 and Wales with number 208217 and in Scotland with SC037585.
 - 2.2 **How to contact us.** You can contact us by telephoning us on 0808 1645040 between 9am and 5pm Monday to Friday or by writing to us at petcare.enquiries@pdsa.org.uk or PDSA Administration Centre, Prospect House, North Hylton Road, Sunderland, SR5 3AD.
 - 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you 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 used 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** means a PDSA Pet Care Scheme card which we will send to 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 animal 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 the veterinary practice with which you are registered and which will provide certain of 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, this includes emails.

4. Participating in the Scheme

4.1 **Your application.** You may apply to participate in the Scheme in respect of one pet only. This will be your Pet for the purpose of the Scheme. You can do this by completing the application form which we provide, and sending the completed application to us either by email at petcare.enquiries@pdsa.org.uk or by post at PDSA Administration Centre, Prospect House, North Hylton Road, Sunderland, SR5 3AD.

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 in 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 of a species that is commonly kept in the home or a hutch; and
- (d) you are in receipt of one or 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, or
 - (iv) Rate Relief (Northern Ireland only)
- (e) you and your named Pet were previously registered with the PDSA Pet Practice Service as at 1 December 2017; and /or
- (f) you live within one of the geographical areas in which we offer 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.** We may refuse applications. If we decide to refuse your application, we will inform you of this and you will not be charged for participation in 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 see 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, we may request that you return the Card to us, and you shall no longer have any right to use the Scheme.

4.6 **Direct Debit Failure.** You may choose to pay by Direct Debit in which case, you are required to pay the first two month's charges for participation in the Scheme in advance. 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 Scheme participation. In such circumstances, if you do not make full payment then we reserve to withdraw access to the Services and Benefits under the Scheme and we will refund to you, any initial payments you may have made.

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 in the Scheme, a current list of which is available [here: https://www.pdsa.org.uk/petcaresupport](https://www.pdsa.org.uk/petcaresupport). This list may change from time to time. You must be a registered client of one of these vets and your Pet must be registered with them. If you choose for your Pet to receive healthcare, services or treatments provided by a vet practice other than the practice which is registered as your 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 Vet's 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. 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, or any 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 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.
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 at 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 advice given via the PDSA Pet Helpline, please raise these directly with us on 0808 1645040 during 9am to 5pm Monday to Friday or by writing to us at petcare.enquiries@pdsa.org.uk or PDSA Administration Centre, Prospect House, North Hylton Road, Sunderland, SR5 3AD.
- 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 Card**
- 7.1 **We will send a Card to you.** We will send a Card to you within 5 working days of your application being accepted.
- 7.2 **Take your Card to your Vet.** You must take your Card with you to 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, to your Vet. Please also have your Card or email confirmation to hand if you call the PDSA Pet Helpline.
- 7.3 **Your Card is personal.** Your Card 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.
- 7.4 **Replacement card.** If you lose or damage your Card, we may charge you and in that event you must pay us, an administration fee of £5 before we give you a replacement card. We will usually request that this payment be made by credit or debit card over the telephone.

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

We are not responsible for delays or events outside 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 if 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.

10. Length of participation in the Scheme and renewal

10.1 **Participation usually lasts one year at a time.** Access to the Scheme will usually last for one year from the date we notify you that you have been accepted or for such other period as may be notified to you. The expiry date of your participation is shown on your Card. Nothing shall oblige us to offer a renewal for the same period of time as your Scheme participation during a previous period.

10.2 **We are not obliged to offer any renewal of your participation in the Scheme.** We are not obliged to offer you any renewal of participation in the Scheme. It is at our discretion whether we invite you to renew.

10.3 **Invitations to renew participation in the Scheme.** Two months before the end of each year of your participation in the Scheme, we may send documentation inviting you to participate in the Scheme for a further period. This is subject to you meeting Eligibility Criteria at the time of proposed renewal of participation. We may require other information (including a

direct debit form) relevant to the proposed renewal of participation.

10.4 **When to submit your renewal application.** If you wish to renew your participation in the Scheme, we will usually ask you to send us your application for renewal one month prior to the date on which your current participation ends.

10.5 **Eligibility for renewal.** On renewal of your participation in the Scheme, you must meet Eligibility Criteria as set out in clause 4.2 above.

10.6 **How we will accept your participation in the Scheme renewal application.** Our acceptance of your application to renew will take place when we email you confirming that your renewal has been accepted. Your participation will be renewed when your current participation ends, and will usually last for another year or such other period of time as we may determine will be offered to you.

10.7 **If we do not accept your application to renew participation in the Scheme.** We may refuse your application to renew 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. This may be because you do not meet Eligibility Criteria, due to unexpected limits on our resources which we could not reasonably plan for, or for another reason we reasonably decide.

10.8 **You must return your Card.** When a current period of participation in the Scheme ends or if your participation in the Scheme comes to an end for any other reason, you will be required to return your Card to us within 14 days of us telling you that the contract has come to an end, within 14 days of you telling us that you wish to cancel the contract or within 14 days of the end of the period of your participation in the Scheme as the case may be.

- 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 misdescribed by us you may have a legal right 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, but deductions might apply and you may have to pay the cost of return of your Card;
 - (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 are 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 also be entitled to compensation. 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 or practical 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 above Regulations and will I get a refund?** You have 14 days starting on the day after 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 12.5.
- 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 right 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, just contact us to let us know. 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 and Benefits and further detail about those costs is available at: <https://www.pdsa.org.uk/petcaresupport>. 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 5 days before the next payment is due to be taken from your card or account.
- 12. How to end the 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 1645040 or email us at petcare.enquiries@pdsa.org.uk. Please provide your name, home address, the number on your Card and, where available, your phone number and email address.
 - (b) **By post.** You can write to us at PDSA Administration Centre, Prospect House, North Hylton Road, Sunderland, SR5 3AD either using the form of cancellation notice available on our website or on request, or simply by letter. Please include your name, home address, the number on your Card and, where available, your phone number and email address.
- 12.2 Returning your Card after ending the contract.** If you end the contract for any reason you must

return your Card to us, by posting it back to us at PDSA Administration Centre, Prospect House, North Hylton Road, Sunderland, SR5 3AD. Please call customer services on 0808 1645040 or email us at petcare.enquiries@pdsa.org.uk for a return label.

12.3 **When we will pay the costs of return.** We will pay the costs of return of your Card:

- (a) if the Vet Services and/or Benefits are misdescribed;
- (b) if you are ending the contract because we have told you of an upcoming change to the Vet Services, Benefits and/or these terms, an error in pricing or description, a delay in the provision of any of the Vet Services and/or Benefits due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

12.4 **How we will refund you.** If you have paid the full annual price in advance, 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.

12.5 **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 the Vet Services and the Benefits which you have received at the time at which you tell us you 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 Benefits which you have actually received by the time you tell us you wish to cancel. Further detail about those costs is available at: <https://www.pdsa.org.uk/petcaresupport>. Of course, we will not take any further instalments from you.

12.6 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your 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. In other circumstances where you change your mind, we will refund you within 14 days after we receive

your Card back from you or, if earlier, the day on which you provide us with evidence that you have sent your Card back to us. For information about how to return your Card to us, see clause 10.8.

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
- (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 Services 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 Services and Benefits and will refund any advance 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 you owe to them in full.

- 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 1645040 during 9am to 5pm Monday to Friday or by writing to us at petcare.enquiries@pdsa.org.uk or PDSA Administration Centre, Prospect House, North Hylton Road, Sunderland, SR5 3AD.
- 14.2 Investigating your complaint.** We will aim to acknowledge your complaint within 1 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 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.
- 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 form. 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 changes in 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 price wrong.** 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 a mispricing, we may end the contract, refund you any sums you have paid and require the return of your Card (if already sent to you).
- 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 1645040 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 you can pay in monthly instalments in the amounts specified on our website or application form. Where you choose to pay by Direct Debit, we require the first two months of cost of participation in the Scheme to be paid in advance of you receiving any Vet Services or Benefits under the Scheme. (Please also see clause 4.6). No interest will be charged on the price if you choose to pay in instalments.
- 15.6 What happens if there is an error in payment.** If we are unable to process payment from the credit/debit card details you have provided, we will contact you to verify your card details. We will not accept credit/debit card information via email.
- 15.7 You must have the cardholder's permission.** If you are not using your own credit/debit card to pay, you must have the cardholder's permission before submitting payment details to us. By submitting card details to us, you are confirming that you have obtained cardholder 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 the 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 our 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 contract was made, both we and you knew it might happen.

16.2 We do not exclude or limit our liability to you where it 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 at 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 your 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 that your Pet attends your Vet regularly and as needed, and that you comply with the advice and treatment prescribed for your Pet. 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 your delaying in taking your Pet to see a vet.

- 17. Your personal data**
- 17.1 How we will use your personal data.** We will use the personal information you provide to us to:
- (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 you 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 service 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 agreement of any other person in order to end 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 is 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 to allow you to participate in the Scheme, we can still require you to make the 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 the 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 Alternative 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 www.vetmediation.co.uk. You will not be charged 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 the 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.