

Healthcare Plan Membership - Terms of Service

This document sets out the terms of service relating to our 12 month rolling healthcare plan membership – a preventative health care subscription plan that includes certain veterinary services (“**Services**”) and products (“**Products**”) for your pet (“**Membership**”).

By completing the Membership sign up process either online on your practice’s website or in person at your practice (“**Membership Application Form**”) you confirm that: (i) you are the legal owner of the pet(s) listed on your Membership Application Form (“**your pet**”); (ii) you wish to enter into a Membership with Linnaeus Veterinary Limited (“**us**”, “**our**”, “**we**”); and (iii) you agree to these terms of service.

Please note the Membership is not an insurance policy and does not cover all treatment that your pet might require.

Please read these terms of service carefully. If you have questions concerning these terms of service please contact us using the contact details set out at section 1.6 below before submitting your completed Membership Application Form, as they form the basis of our contract with you. If you would like a copy of these terms of service in larger print, please ask your practice reception for a copy.

1. Information about us

- 1.1 **Who we are.** Your pet’s veterinary practice is a trading division of Linnaeus Veterinary Limited (“**Your Practice**”). This means your contract for your Membership is with Linnaeus Veterinary Limited.
- 1.2 Linnaeus Veterinary Limited is a limited company registered in England and Wales. Our company registration number is 10790375 and our registered office is at Friars Gate, 1011 Stratford Road, Shirley, West Midlands, United Kingdom, B90 4BN. Our registered VAT number is 195 092 877. We are regulated by the Royal College of Veterinary Surgeons.
- 1.3 **We subscribe to the following code of conduct.** We subscribe to the Royal College of Veterinary Surgeons, whose address is the Cursitor, 38 Chancery Lane, London, WC2A 1EN, and contact details are info@rcvs.org.uk, 020 7222 2001. Their code of conduct can be found [here](#) and the registration number for Your Practice can be found on the practice’s respective website.
- 1.4 **Our policies comply with various codes of practice.** Please be aware that the health and welfare of your pet is our primary concern and responsibility. Our policies have been developed to care for your pet whilst complying with the codes of practice determined by the Royal College of Veterinary Surgeons, the Veterinary Medicines Directorate, the Health and Safety Executive and Environmental Health Departments.
- 1.5 **Professional liability insurances.** We are required to have professional liability insurance. For more information please visit

<https://www.thevds.co.uk/>.

- 1.6 **How to contact us.** You may contact Your Practice by email or phone using the contact details set out on its website. Alternatively, you may contact us by emailing: customer.Service@linnaeusgroup.co.uk or by writing to us at: Customer Service, Linnaeus Group, Friars Gate, 1011 Stratford Road, Shirley, West Midlands, B90 4BN. Please note that calls to Your Practice, both incoming and outgoing, may be recorded for training and monitoring purposes.
- 1.7 **How we may contact you.** If we have to contact you, we will do so by telephone or in writing using the email address or postal address you provided to us when completing your Membership Application Form.

2. These Terms

- 2.1 **Agreeing to these terms.** By completing the Membership Application Form you confirm your agreement to these terms of service, and the Membership benefits which are presented to you during the application process (“**Membership Benefits**”) which are available in hard copy from Your Practice (together the “**Terms**”). These will form the basis of our contract with you and will apply for the duration of your Membership (subject to any changes, as explained below).
- 2.2 **Other terms may also apply.** These Terms refer to the following additional terms, which also apply to you:
 - 2.2.1 Our [Privacy Policy](#).
 - 2.2.2 Where you purchase your Membership online, our [Cookie Policy](#).
 - 2.2.3 Where you purchase services and/or products which are not covered by your Membership Benefits our General Terms of Services will apply to the provision of those products and/or services.
 - 2.2.4 From time to time we may offer promotional discounts, offers and prize competitions. All promotions are subject to separate terms and conditions found on Your Practice’s website or provided to you when visiting Your Practice.
- 2.3 **Changes to these Terms and your Membership.** We may update these Terms from time to time. Whenever we make such changes, we will make the updated terms available on each of our practice’s websites and where we make material changes we will notify you in writing.
- 2.4 **Required changes.** We can always make changes to these Terms and your Membership without notifying you for the following reasons:
 - 2.4.1 to reflect changes in relevant laws and regulatory requirements;
 - 2.4.2 to make minor technical adjustments and improvements, for example in respect of Products supplied to your pet. These are changes that do not affect your pet’s use of the Products or Services provided under the Membership; and
 - 2.4.3 where changes to the Membership would be in the best interest of

your pet, in our reasonable opinion.

- 2.5 **Material changes.** Where we make changes that have a material impact on these Terms or your Membership, or where they affect your consumer rights, we will notify you, and if you do not agree with the changes, you may end your Membership by following the steps set out in section 10.
- 2.6 **12-month Membership term.** Your Membership starts when you receive our email confirming acceptance of your Membership Application and continues for a 12-month rolling period (each 12-month period referred to throughout these terms as a “**Membership Year**”).

3. Membership Benefits

- 3.1 **Membership Benefits.** As part of your Membership, your pet is entitled to receive the Membership Benefits. It is your responsibility to utilise the Membership Benefits as and when they fall due.
- 3.2 **Third party treatment.** Should your pet have routine care or treatment provided by another practitioner independently of us, the provision of such treatment to your pet will not be covered by your Membership. We will not be liable for any routine care or treatment provided to your pet by another practitioner independently of us.
- 3.3 **Additional treatment.** Your pet can still receive treatment by us outside the scope of your Membership. Any additional healthcare services or treatments which are not set out in your Membership Benefits are not included as part of your Membership and will incur an additional charge which is payable separately by you to us and will be subject to our General Terms of Services.

4. Products and Services provided as part of your Membership Benefits

PRODUCTS SUPPLIED AS PART OF YOUR MEMBERSHIP BENEFITS

- 4.1 **Products.** Product pack sizes are prescribed by our vets based on your pet’s age, health, weight and any diagnosed medical conditions. Such pack sizes may be reviewed and amended from time to time by us in our reasonable discretion to reflect dosage requirements, ensure the health of your pet and reflect any amendments made to the Products by the third party product provider. We shall notify you in advance of any such amendments.
- 4.2 Whilst we may send you a reminder to collect Products, it is your responsibility to collect Products within 28 days of the order.
- 4.3 **Prescribed Products.** Products prescribed by our vets and nurses must be used in accordance with their instructions and must not be used on any pet other than your pet. If your pet is sensitive or allergic to the Products prescribed by us, substitute products may be available, which may result in an additional charge. Please discuss your pet’s clinical requirements with your vet.
- 4.4 **Vaccination reminders.** Vaccination reminders will be sent to you every 12

months. It is your responsibility to ensure that all vaccinations under your Membership are booked for the correct time. In the event of a late vaccination, resulting in the full vaccination course having to be restarted, you will be charged the cost of the additional vaccinations provided.

- 4.5 **Your rights.** Any Products that we supply to you will be as described, of satisfactory quality and fit for the purpose notified to you.
- 4.6 **How you must use the Products.** The Products must only be used in accordance with the instructions supplied with them including within the packaging of the Products and, if relevant, as directed by the vet or nurse.
- 4.7 **Substitute Products.** We may substitute Products under your plan with alternative Products. Where we do, we will ensure the difference between the Products and the replacement Products are only minor and of no real significance to your pet.
- 4.8 **Delivery costs.** If you request and Your Practice agrees to Products being posted to your home address, they will be sent by recorded delivery and subject to an additional postage and packing charge.
- 4.9 **When you own and become responsible for the Products.** You own the Products on collection or at the time of delivery (whichever is applicable), provided you have paid all amounts owing in respect of your Membership. You are responsible for the Products on collection or delivery of the Products (whichever is applicable).

SERVICES SUPPLIED AS PART OF YOUR MEMBERSHIP BENEFITS

- 4.10 **Consultations.** If your Membership Benefits includes consultations (*this includes routine veterinary consultations during Your Practice’s normal working hours and excludes emergency consultations (this includes where your pet needs to be seen by a vet within a short timeframe, and not able to wait for the next available appointment) and referrals (this includes where your pet is sent to a different vet, often a vet with more experience, expertise or equipment)*) the consultation is non-transferrable (i.e. it must be used within the current Membership Year) and is non-refundable.
- 4.11 **We will provide the Services to your pet with reasonable skill and care.** All Services provided by us are supplied by suitably qualified staff, taking into account the nature of the Services to be supplied in each instance. We will always carry out the Services with reasonable skill and care.
- 4.12 **When we will perform the Services.** The Services will be performed at a time or within a period agreed between you and Your Practice. If no time or period has been agreed, they will be performed within a reasonable time.
- 4.13 **We are not responsible for delays outside our control.** If the supply of the Products or Services under the Membership is delayed by an event outside our control e.g. there is a shortage of worming Products, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we will not compensate you for the delay, but if the delay is likely to be substantial you may end your Membership by following

the steps set out in section 10.

5. What to do if you have an issue with your Products or Services you receive

- 5.1 **You have rights if there is something wrong with your Products or Services.** We honour our legal duty to provide you with Products and Services that are as described to you on our website and in our practices and that we meet all the requirements imposed by law. If you are buying Products from us, we have a legal obligation to supply them in conformity with the contract. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk. Nothing in these terms will affect your legal rights.
- 5.2 **Unfortunately, we understand that on rare occasions, you may experience issues with our Products and Services.** If you think there is something wrong with our Products and Services supplied to your pet under your Membership, please contact us using the contact details set out at the beginning of these Terms.
- 5.3 **Your obligation to return rejected Products.** If you wish to exercise your legal rights to reject Products you must either return them in person to Your Practice or post them back to Your Practice. We will pay the costs of postage or collection.

6. Your responsibilities

- 6.1 **Age restrictions.** You must be 18 years or older to have a Membership.
- 6.2 **Your obligations.** You are responsible for following our vets' and nurses' guidance, and for ensuring your pet attends Your Practice regularly for their preventative healthcare checks, and for the timely collection and administration of any prescribed treatment.
- 6.3 **Membership notification.** It is your responsibility to let us know that you have a Membership when you arrange treatment or purchase Products.
- 6.4 **Membership is specific to your pet.** Your Membership is specific to your pet and cannot be used for or transferred to any other pets you may have. You are however entitled to have more than one Membership.
- 6.5 **Registered owner.** Please notify Your Practice if the registered owner of your pet changes so that we can keep our records up to date. If you have not updated us prior to charges being incurred under these Terms, we may approach the registered owner on our system for payment.

7. Fees, payment and fee increases

- 7.1 **Membership Fee.** You will be notified of the price of the Membership when you sign up either online or in practice ("**Membership Fee**").
- 7.2 **How to pay.** Your Membership Fee can either be paid:
- 7.2.1 by Direct Debit on a monthly basis - with your first payment taken

on either the 1st or 15th of the month. Direct Debits will then be taken on the 1st or 15th of the month for each subsequent month; or

- 7.2.2 by Direct Debit on an annual basis - with your first payment taken on either the 1st or 15th of the month.
- 7.3 **Direct Debit.** All Membership Fees will be collected by Direct Debit. You must let Your Practice know about any changes to your Direct Debit details at least 14 days before your next payment is due.
- 7.4 **We may increase or decrease the price of your Membership.** We may increase or decrease the price of your Membership:
- 7.4.1 if you choose the incorrect plan size for your pet (e.g. you select the wrong weight range) we will notify you of this and amend the plan type your pet is on, as well as your direct debit payment;
- 7.4.2 annually when your Membership renews, and we will notify you of this in writing as explained at section 9.2; or
- 7.4.3 during a Membership Year if the cost of providing the Membership Benefits substantially increases. We will let you know of the price increase at least 30 days before the change will take effect. If you do not agree to the change, you may end the contract by following the steps set out at section 10 as soon as possible, and in any event at least 14 days before the pay increase takes effect (this is to allow us time to stop your impending Direct Debit payment being taken).

8. Late payment

- 8.1 **Non-payment.** If we are unable to collect your monthly payment or, where you are paying annually, you fail to pay your annual fee, we will inform you accordingly and attempt to collect the payment from your account within 10 days.
- 8.2 **Debt collection.** After due notice to you, overdue accounts may be referred to our debt collection department or an external agency and further charges may be levied in respect of costs incurred in collecting the debt. This can include production of reports, correspondence, courts fees, attendance at court, phone calls, and home visits.
- 8.3 **Cancelling your Direct Debit.** If you cancel your Direct Debit we will attempt to contact you to understand if the Direct Debit was cancelled intentionally and we reserve the right to treat your Membership as terminated.

9. 12-month Membership

- 9.1 **Auto renewal.** Your Membership and all associated Membership Benefits will automatically renew for successive 12 month periods and you will become automatically liable for the price of the Membership for the next 12 month period (unless you cancel your Membership in advance of the date of renewal, in accordance with section 10.4).

9.2 **Renewal notices.** Prior to the renewal date of your Membership we will send to you two reminder notices (one 10-14 days and one 3-5 days before the renewal date), (i) to remind you that your Membership is due for renewal; (ii) to notify you of any changes to the price of your Membership; and (iii) to explain what steps you need to take to cancel your Membership, if you do not wish it to renew.

9.3 **Renewal.** If you would like your Membership to renew you do not need to do anything and no renewal fee will apply. The price of your Membership for that year will be taken automatically in accordance with your current payment method (annual or monthly).

10. Your rights to cancel your Membership

10.1 **Ending your Membership when you have changed your mind (your legal “cooling-off” right).**

10.1.1 **Initial cooling off right:** You have an initial 14 day right to cancel your Membership, which begins on the date that we notify you that we have accepted your Membership Application Form and ends 14 days after this date.

10.1.2 **Renewal cooling-off right:** You also have a 14 day right to cancel your Membership, which begins on the date of your renewal and ends 14 days after this date.

10.2 **You may cancel your Membership for any reason at any time.** In addition to your 14 day legal right to cancel your Membership we offer a more generous right to cancel your Membership for any reason at any time. The consequences of cancellation vary depending on when you cancel the Membership and what Membership Benefits you have already received (if any), as explained in section 11.

10.3 **If you do not want your Membership to automatically renew.** If you do not want your Membership to automatically renew at the end of the Membership Year, you must let us know (by following the steps below) at least 14 days before the end of the Membership Year.

10.4 **How to cancel your Membership (including if you do not want your Membership to automatically renew).**

If you choose to cancel your Membership or decide you do not want it to renew, you will need to either:

10.4.1 use the “cancel my subscription” button on Your Practice’s website;

10.4.2 use the secure link sent to you in your renewal email notification where you can request non-renewal; or

10.4.3 notify Your Practice either by phone or in writing collectively the “Cancellation Process”.

11. Consequence of cancelling your Membership

11.1 **When your Membership will end.** Your Membership (including your rights to use any Membership Benefits) will end on the day you complete the Cancellation Process (except where you choose not to renew your Membership, in which case your Membership will end on the last day of that Membership Year).

11.2 **Right to a refund or additional charges.** Whether you are owed a refund or are liable for further payments will depend on when you cancel your Membership and the Membership Benefits you have received before cancelling. Upon cancellation we will review your account and, where:

11.2.1 you have cancelled but have not yet received any Membership Benefits, we will refund the Membership Fee paid by you;

11.2.2 you have cancelled and have received Membership Benefits (including where you are cancelling during your statutory 14 day cooling off period and have agreed that we could supply Services (including the provision of Products) to you immediately) then:

(a) if the value of the Membership Benefits that you have received are less than the amount you have already paid in Membership Fees for that Membership Year, we will refund the difference to you; or

(b) the value of the Membership Benefits that you have received are more than the amount you have already paid in Membership Fees for that Membership Year, we reserve the right to charge you the difference, (using our Membership list price for products/services, as set out on our website and/or provided to you at the time of cancellation).

11.3 **Direct debit payment.** Depending on when you cancel your Membership, we may not have time to stop an impending direct debit payment being taken. We will refund you any payments wrongfully collected, subject to deducting any charges that you may owe following cancellation (as set out above).

11.4 **Cost of other products/services provided.** You will also be liable for the costs of all services and products supplied which were not covered by your Membership Benefits and which are still outstanding to be paid.

11.5 **Money left on account:** At the end of your Membership if there is any money left on your account, we will attempt to contact you to return this. If we are unable to reach you after two attempts, we will donate any leftover funds to an animal charity of our choosing.

12. Our right to cancel your Membership

12.1 We can cancel your Membership immediately at any time and claim any compensation due to us if:

12.1.1 you break any of these Terms, including if you do not make any payment to us when it is due and you still do not make payment within 10 days of us reminding you that payment is due;

- 12.1.2 within a reasonable time of us asking for it, provide us with information or cooperation that we need to provide the Products and/or Services, for example information about your pet;
 - 12.1.3 there is reasonable suspicion of fraud or you are violent or abusive behaviours towards practice staff and/or other customers; or
 - 12.1.4 the information that you provided to us on registration is inaccurate, incomplete or misleading.
- 12.2 We can also end our contract with you at any time for other reasons on giving you 30 days' notice.
- 12.3 In each instance, we will refund you for any Products or Services you have paid for in advance, but not received.
- We reserve the right to refuse applications for Membership.

13. Feedback, standards and complaints

- 13.1 **Feedback.** We appreciate your feedback; it helps us to deliver outstanding quality care for you and your pet. If you have any questions or feedback for us, please speak to a member of our team.
- 13.2 **You have several options for resolving disputes with us:**
- 13.2.1 **Our complaints policy:** We want to avoid you feeling any unnecessary concern or frustration – most issues can be resolved informally; we would welcome the opportunity to discuss any concerns with you. Please speak to a member of the team as soon as possible who will do their best to resolve any problems you have with us or your Membership as per our [complaints policy](#).
 - 13.2.2 **Resolving disputes without going to court:** If you remain unhappy with the outcome, the Veterinary Client Mediation Service (“VCMS”) offers a free of charge Service that may be able to help. You can find more information at <https://www.vetmediation.co.uk/clients>. VCMS can help you if your concern relates to the Service you have received from Your Practice, the fees you have been charged or if there may have been professional negligence. Negligence in this context is defined as the failure of clinical staff to act in the way expected of similarly qualified professionals in those circumstances. You can learn more about negligence at <https://www.rcvs.org.uk/concerns/reference-information/a-note-on-negligence/> You can contact VCMS at - Tel: 0345 040 5834, Email: enquiries@vetmediation.co.uk
 - 13.2.3 **When would the Royal College of Veterinary Surgeons (“RCVS”) get involved?** The RCVS can only deal with the most serious concerns that relate to a vet or nurse’s professional conduct. This includes very poor professional performance which falls far short of the standards set out in the RCVS Code of

Professional Conduct. These serious shortfalls can affect a vet / nurse’s ability to practice. If you think your concern is for the RCVS you can contact them on 02072020789 or fill in their short enquiry form at <https://animalowners.rcvs.org.uk/concerns/>.

- 13.2.4 **You can go to court:** These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.
- 13.2.5 **Local laws still apply:** As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these terms, including this clause, affects your rights as a consumer to rely on such mandatory provisions of local law.

14. How we use your personal data

- 14.1 How we use the personal data you give us is set out in our Privacy Notice at <https://www.mars.com/privacy>
- 14.2 In the course of veterinary treatment of my pet, our parent company, Mars will gather information about my pet and its treatment and I agree that Mars may store and use this information as needed to support the Mars Petcare family’s ongoing efforts to improve the lives of pets and pet owners, and to enhance our products and services. For more information click [here](#).

15. Limits on our responsibility to you

- 15.1 **Our responsibility for loss or damage suffered by you:** We are responsible for losses you suffer caused by us breaking this contract unless the loss is:
 - 15.1.1 **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
 - 15.1.2 **Caused by a delaying event outside our control.** If we have taken the steps set out in section 4.13 we will not be responsible for delays outside our control.
 - 15.1.3 **Avoidable.** Something you could have avoided by taking reasonable action. For example, following the instructions provided on the medication.
 - 15.1.4 **A business loss.** We are not liable for business loss. We only supply Memberships for domestic and private use. If you use the Products and/or Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
 - 15.1.5 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for:

- (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- (b) for fraud or fraudulent misrepresentation; and/or
- (c) for breach of your legal rights in relation to the Products and/or Services including the right to receive Products and/or Services which are:
 - (i) as described and match information we provided to you and any sample or model seen or examined by you;
 - (ii) of satisfactory quality;
 - (iii) fit for any particular purpose made known to us;
 - (iv) supplied with reasonable skill and care and, where installed by us, correctly installed; and
 - (v) for defective products and Services under the Consumer Protection Act 1987.

16. General

- 16.1 **Nobody else has any rights under this contract.** This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 16.2 **Our right to transfer.** We can transfer our contract with you, so that a different organisation is responsible for supplying the Membership to you. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 16.3 **Membership is personal to you.** Your Membership is not transferrable.
- 16.4 **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 16.5 **Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you are not allowed to, but that does not mean we cannot do it later.
- 16.6 **Ownership of clinical records and diagnostic images.** Case records are owned by us. Case records including radiographs, photographs and similar documents are the property of, and will be retained by us. Copies with a summary of the history can be passed on request to another veterinary surgeon taking over the case if needed on your request.

17. The Direct Debit Guarantee

- 17.1 This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- 17.2 If there are any changes to the amount, date or frequency of your Direct Debits we will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request us



to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

- 17.3 If an error is made in the payment of your Direct Debit, by us or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
- 17.4 If you receive a refund you are not entitled to, you must pay it back when we ask you to.
- 17.5 You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.