

Shining Start Wellness Plan Ts & Cs

New Terms & Conditions as from June 1st, 2024

1. Fees payable by the Pet Owner

1.1 The Pet Owner will pay a Monthly Fee as stated overleaf for the Services listed in 2, below.

1.2 Payments will be taken by Direct Debit, through L&W, who administer the Direct Debit facility on behalf of the Pet Owner.

1.3 The first two month's payment must be paid at the time of registration and the first Direct Debit will be taken the following month.

1.4 When a dog is registered on to the healthcare plan, the weight taken into account is the expected ADULT weight. In the event of the pet moving weight categories, the healthcare plan and monthly payments will be transferred to the correct plan to coincide with the pets current ADULT weight.

2. Services provided by the Practice

2.1 In consideration of the Fees outlined in 1.1 above, the Practice agrees to provide the Services described in 2.2.

2.1.1 The overall cost of the Shining Star Wellness Plan is based on the use of specific flea and worming treatments. Should you wish to use an alternative product or if your animal is intolerant of the products we use, then you can order alternative products, but there will be a surcharge for these based on the price difference.

2.2 All of our plans include:

- 2 Consultations (1 consultation is included with the annual booster)
- 1 Annual booster
- Worming treatments (sufficient for 12 months)
- Flea treatments (sufficient for 12 months) (not applicable to rabbits)
- Microchip

Additional benefits:

- 10% discount on Neutering
- 10% discount on Dentals
- 10% discount on annual screening blood and urine test (at time of vaccination) (not applicable to rabbits)
- 20% discount on Vaccicheck Blood Test (not applicable to cats/rabbits)
- Cost price pet food
- Free Nurse Clinics (12 consultations of 15 mins):
 - Nail clipping
 - Anal gland expression (if carried out by a nurse (not applicable to rabbits)
 - Weight check clinics

- Senior pet clinics
- Puppy/kitten clinics
- Nutritional advice

Prices:

- Rabbit – £12.00
- Cat – £17.00
- Dog (<10kg) – £18.00
- Dog (10.1-20kg) – £20.00
- Dog (20.1-40kg) – £22.00
- Dog (>40kg) – £24.00

Registration Fees:

- £10 registration fee for all pets
- £15 surcharge if full vaccination course is required for adult dogs/puppies
- £18 surcharge if full vaccination course is required for cats/kittens

2.3 For the purpose of clause 2.2, 12 months will run from the Date of Commencement and each anniversary of that date.

2.4 The Fees paid under this Agreement do not cover costs associated with treatment which has been specifically agreed to be excluded between You and the Practice. This would be charged for separately.

3. Responsibilities of the Pet Owner

3.1 You must pay the Monthly Fee. If the Direct Debit cannot be taken, then all benefits under the Plan will cease from the date it was due to be taken.

3.2 You are responsible for ensuring that you make appointments with the Practice. There will be no refunds for any “unused” Goods or Services, nor can they be carried forward from one year to another.

3.3 You must keep appointments made with the Practice or pay the appropriate missed appointment fee.

3.4 Client’s must order Flea and Worm medication as appropriate but general reminders can be set up if required

4. Administration

4.1 Administration of this scheme is undertaken (on behalf of the Pet Owner) by L&W. By signing this Agreement you consent to these companies using the data you provide in order to complete such administration, but your personal details will not be used by them for any other reason.

4.2 The Agreement between the Pet Owner and L&W is in relation to the Direct Debit payments and administration services only. L&W are not party to the Services provided by the Practice and as such have no liability to the Pet Owner (whether in respect of negligence, breach of contract, defective or unsatisfactory treatment or otherwise) but they may rely on the provisions of this Agreement despite the terms of the Contracts (Right of Third Parties) Act 1999.

5. Complaints

5.1 Any complaints should be made to the Practice. Such complaints will be treated fairly and promptly.

6. Changes to the Plan

6.1 The Practice may change the Fees payable or extent of Services provided under this Agreement at any time. The Pet Owner will always be given at least one month's Notice of such changes. Under normal circumstances, Fees would only be changed once each year. If, because of the change to fees payable, the client decides to cancel the plan, clause 7.3 will apply.

6.2 Any Notice will be deemed to be valid if sent to your last known preferred method of contact.

7. Termination of this Agreement

7.1 Either the Practice or the Pet Owner can terminate this contract at any time, with one month's Notice, but clause 7.3 will apply if the cancellation is within the year of the plan.

7.2 If Direct Debits cannot be taken from the Pet Owner, then the Pet Owner will be deemed to have terminated this Agreement.

7.3 On termination of this Agreement:

All Services will cease immediately.

If less than 12 months have passed since the Date of Commencement or annual renewal, and termination is by the Pet Owner or the Practice for any reason, then the Pet Owner will be responsible for paying any difference between the amount of Fees paid and the Practice's standard costs of Services used. There will be no refund for any "unused" Services.

If a plan is cancelled for any reason, it is the responsibility of the account holder to cancel the DD at their bank as no refunds will be given for any DDs collected after the date of cancellation.

7.4 If a Pet Owner wishes to re-join the Plan, then this is at the discretion of the Practice and may incur a charge which would be advised prior to re-joining.

8. Change of Practice

8.1 If the Pet Owner moves to a different practice, then this Agreement will terminate as per clause 7.3 above. This agreement is not transferable.

9. Governing Law & Jurisdiction

9.1 This Agreement is governed by and constructed in accordance with English Law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

10. Data Protection

All parties will comply with all applicable Data Protection Legislation:

"Data Protection Legislation" means the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 (GDPR), any secondary legislation made

pursuant to these, any legislation that replaces these in whole and in part and any guidelines and guidance notes issued from time to time by the Information Commissioner (ICO) (or its successor) and by all other relevant authorities.