

# PET HEALTH CLUB

## Terms and Conditions

United Kingdom (Last updated: 22/07/2024)

These Terms of Service (the "Terms") are a binding legal agreement between you and BROADWAY ANIMAL CLINIC LIMITED, with company number 04567491 and registered office at Broadway Veterinary Group Unit 1, The Links, Herne Business Park, Herne Bay, England, CT6 7FE ("Practice," "we," "us" and "our"). They govern your subscription to the applicable pet health plan that we offer, such plan covering the treatment specified by us to you upon you subscribing for such plan (the "Wellness Plan") and shall be read as a supplement to any existing terms and conditions and/or agreement between us.

By subscribing for the Wellness Plan you accept these Terms. If you do not agree with these Terms you should not accept them. IN PARTICULAR PLEASE NOTE THAT THIS IS A YEARLY SUBSCRIPTION WHICH AUTO-RENEWES. IF YOU CANCEL PARTWAY THROUGH A YEAR YOU WILL STILL BE LIABLE FOR CERTAIN FEES (SEE PARAGRAPHS 4 AND 5 BELOW). PLEASE ALSO NOTE THAT FEES MAY CHANGE AS A RESULT OF YOUR PET'S WEIGHT AND/OR OTHER FACTORS CHANGING – SEE PARAGRAPH 9 BELOW.

You understand and agree that we may change the Terms and that any such changes will be effective immediately when we notify you of such changes. Your continued access and use of the Wellness Plan after we post the modified Terms will constitute your agreement to be bound by the modified Terms.

### The Wellness Plans (All)

By subscribing to the Wellness Plan, your Pet (being the animal named as the specific beneficiary of the Wellness Plan), shall be entitled to receive the treatment specified by us as being included in such Wellness Plan. We shall inform you, on you subscribing for the Wellness Plan, of the applicable items included and, if applicable, excluded in connection with such Wellness Plan. By subscribing to the Wellness Plan you may also be entitled to discounts on other treatments and/or retail goods, however this is not guaranteed.

Subscription to the Wellness Plan does not entitle your Pet to: (a) any insured benefit and these Terms are not a substitute for pet insurance; (b) any treatment provided by the Practice outside normal business hours and/or the Practice's business location; and/or (c) any treatment carried out after termination or expiry of these Terms.

The Wellness Plan is available to your Pet only and is not transferable to another pet or to any other veterinary practice. Any treatment that your Pet receives by any practice other than the Practice shall not be covered by the Wellness Plan.

Your Pet must have been seen by one of our vets before the plan can commence. If you have not been seen but the plan has been started you are obliged to pay for the first consultation.

### All Inclusive Pet Health Club

For the full Pet Health Club your Pet must have vaccinations up to date and current to qualify. You may not bring an animal in that is new to the health plan and expect the vaccines to be included, you will be asked to pay the full balance of any treatment given.

Should the vaccination for your Pet be overdue or lapsed this is your responsibility. The fee structure for missing vaccinations and having to restart can be found under "pricing" on the website <https://www.broadwayvetgroup.co.uk/client-information/> .

#### Duration and Termination

Your subscription to the Wellness Plan shall commence on the date that you sign-up to the Wellness Plan and shall continue for an initial period of one year, unless otherwise terminated early in accordance with these Terms. At the end of this initial term or any renewal term, your subscription shall automatically continue for further yearly periods unless either of us terminate it no later than one month prior to the end of the initial term or any renewal term (as applicable). If you wish to terminate your subscription part-way through the year you may do so but shall be charged retrospectively for the full price of any products and services received during the course of your membership to the termination date, minus any fees received to date.

Either party may terminate your subscription to the Wellness Plan for breach of these Terms by the other party, subject to providing the breaching party with written notice of the breach and permitting such party a 30-day period to remedy such breach prior to termination. If you terminate for our breach then you shall not be liable for any further fees under these Terms. If we terminate for your breach then you shall be charged retrospectively for the full price of any products and services received during the course of your membership to the termination date, minus any fees received to date.

#### Fees

You shall pay the applicable monthly fee for the Wellness Plan by direct debit (facilitated by Stripe), such direct debit being charged on the date on which you subscribe to the Wellness Plan and each month thereafter. You shall be charged such price as shall be displayed to you in accordance with our pricing from time to time for that applicable Wellness Plan, subject to factors such as your pet's species, age and weight. Your pet shall still be entitled to receive treatment outside the scope of the Wellness Plan and such fees shall be charged in accordance with our normal fee terms and conditions.

By agreeing to these Terms, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of us enabling payment processing services through Stripe, you agree to provide us with accurate and complete information about you and your business, and you authorise us to share it and transaction information related to your use of the payment processing services provided by Stripe.

We may change the terms of your Wellness Plan and any associated fees prior to the start of your new yearly subscription, subject to always providing you with one month's prior written notice of the same, such notice being sent to your registered e-mail address. If you do not accept such changes then you may terminate these Terms in accordance with paragraph 5 above. Any changes in fees will then commence with effect from the start of your next subscription period. It is your responsibility to ensure that you have an up to date e-mail address on our system so that you receive any such notices accordingly.

We may also change our fees as a result of your pet's weight and/or other health specifics changing. Such change in fees shall be notified to you in writing and shall take effect on the date specified by us in such notice.

All other fees due to us for any treatments not covered under the Wellness Plan shall be payable directly to us and shall not be covered by these Terms.

Should you need to change your bank details or Direct Debit collection date you must notify us at least 10 working days prior to the next fee collection date.

If you do not pay the fees for the Wellness Plan on time in accordance with these Terms, this shall be deemed a material breach of these Terms. After a failed Direct Debit payment, Stripe will re-present the payment request to your bank after 3-5 working days. If the second payment request also fails, a second administration charge may be added to your account. A third and final payment request will be made to your bank after a further 3-5 working days. If this payment

request is unsuccessful we shall automatically terminate your access to the Wellness Plan and shall charge you the full price of any products and services received during the course of your membership, minus any membership fees received to date.

#### Your responsibilities

By accessing and using the Wellness Plan, you certify that you: (1) are 18 years of age or older, and (2) will comply with all laws and regulations applicable to your use of the Wellness Plan.

You acknowledge and agree that it is your responsibility to ensure that your Pet attends the Practice on a regular basis, including for health checks, flea and worm control and vaccinations. If we recommend a particular course of treatment and/or advice, you shall comply with it in accordance with our directions. If we do not consider that you are adhering to our instructions and/or otherwise are not able to maintain your Pet's health because of your own actions and/or omissions, we may terminate these Terms with immediate effect.

#### Personal data

Collection and use of your personal information in connection with these Terms is described in our Privacy Policy.

#### No warranties

To the extent permitted by applicable law, we expressly disclaim all warranties and conditions, whether express, implied or statutory, with respect to the Wellness Plan, including any implied warranties relating to satisfactory quality or fitness for purpose.

#### Liability

We shall only be liable to you in relation to compensating you for loss or damage that is a foreseeable result of us breaching these Terms and, in such instance, only up to a maximum of 12 times the monthly fees payable by you to us in connection with the Wellness Plan.

Where we use a third party, such as PetsApp Ltd ("PetsApp") to administer the Wellness Plan on our behalf, you acknowledge and agree that PetsApp (or such other third party) is merely an administrator of such Wellness Plan and has no liability to you whether in respect of tort (including negligence), breach of contract, defective or unsatisfactory treatment in connection with the Wellness Plan and/or any part of it. If you have a dispute with us you shall come directly to us and not PetsApp.

#### Miscellaneous

Nothing in these Terms will be construed as making either party the partner, joint venturer, agent, legal representative, employer, contractor or employee of the other. Neither party will have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action, that will be binding on the other, except as provided for herein or authorised in writing by the party to be bound. The invalidity, illegality or unenforceability of any term or provision of these Terms will in no way affect the validity, legality or enforceability of any other term or provision of these Terms. In the event a term or provision is determined to be invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and these Terms will be enforceable as so modified. These Terms represent the entire agreement between us and you in connection with the Wellness Plan.

## Governing Law and Jurisdiction

These Terms shall be governed by the laws of England and Wales, except that if you live in a country (which, for these purposes, includes Scotland or Northern Ireland) of the European Union other than England, there may be certain mandatory applicable laws of your country which apply for your benefit and protection in addition to or instead of certain provisions of English law. You further agree that any dispute between you and us regarding these Terms will be dealt with only by the English courts, except that if you live in a country (which, for these purposes, includes Scotland or Northern Ireland) of the European Union other than England, you can choose to bring legal proceedings either in your country or in England, but if we or another party bring legal proceedings, such proceedings may only be brought in your country.