MiHealthyPet Registration Form

Sign-Up Date:		Practice MI (To be comple):				/				
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Contact number:													
Email address:													
Pet Name:		Pet Name:			Pet Name:								
Pet Breed:		Pet Breed:				_	Pet E	Breed	:				
Pet Birth Date:		Pet Birth Date:					Pet E	Birth [Date:				
Plan Type*:		Plan Type*:					Plan	Туре	*				
*See practice leaflet.		*See practice leafle	et.				*See p	oractic	e leafle	et.			
Pet 1 monthly Direct Debit	£ :	Pet 2 monthly Direct E (including £1 multi pet	Debit t discount)	£	:		Pet 3 (inclu	monthly ding £1	v Direct [multi pe	Debit t discou	unt) £		:
Total Direct Debit											£		:
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MiHealthy Pet – Terms and Conditions of Membership

This document sets out the terms and conditions of membership of the Plan. By completing and submitting your details to the practice or completing a Registration Form, you confirm that you are the legal owner of the pet(s) listed on the Registration Form and above, and that you wish to enter into a contract for membership of the Plan with The Veterinary Practice (**TVP**) that you provided your information to, subject to these terms and conditions.

Please read the terms and conditions carefully. If you have questions concerning them please raise these with TVP within 14 days of signing up to this plan.

Definitions

Leaflet – the leaflet detailing the Plan as provided by TVP

MVC - MiVetClub Limited (payment administrators for TVP)

Plan – the pet health services plan provided by TVP full details of which are set out in the Leaflet

Registration Form - the registration form overleaf

TVP – the veterinary practice detailed overleaf

You/Your - the customer details of which are set out overleaf

1. The Annual Plan Services

On submission of the completed Registration Form and payment of the first monthly fee (as outlined in Clause 2.1), you will be entitled to receive the plan entitlements for the pet(s) named on the Registration Form **as stated on the Leaflet supplied by TVP**.

• Discounts may also be available to members of the Plan on selected products and services – for further details owners should refer to the Leaflet. These benefits are not to be used in conjunction with any other offer.

Please note that it is your responsibility to utilise the above listed benefits applicable to the relevant Plan and that you shall not be entitled to any refund in respect of unutilised benefits. THIS IS NOT AN INSURANCE POLICY so there are no insured benefits. It is important that you read these terms and conditions in conjunction with TVP Leaflet to understand your plan entitlements.

2. Payment

- 2.1 You agree that you will make monthly payments to TVP through administrators, MVC (or such replacement payment administrators as TVP shall notify to you from time to time) of the sum shown on the Registration Form, payable in advance. The first payment is payable by cash or credit card at the time of the Registration Form being submitted at TVP, with all subsequent payments payable by Direct Debit.
- 2.2 TVP reserves the right to increase the monthly payment shown on the Registration Form at its absolute discretion provided that it gives you not less than one month's notice in writing of such increase. TVP shall not increase the monthly payment more than once in any twelve (12) month period. If you do not agree with the increase you may terminate your membership of the Plan with immediate effect by notifying TVP or MVC in writing within two (2) weeks of receiving notice of the increase.
- 2.3 If you fail to make any monthly payment on the due date for payment TVP shall be entitled to suspend the provision of goods and services to you until you have paid the overdue sum in full. Should you fail to do so within thirty (30) days TVP shall be entitled to terminate your membership in accordance with clause 2.4.
- 2.4 In the event of any monthly payment being unpaid one (1) month after it has become due, TVP may terminate your membership with immediate effect by giving notice to you.
- 2.5 All payments made to MVC are inclusive of VAT and for the avoidance of doubt no interest is charged on payments made under this agreement.

3. Term

Unless terminated earlier in accordance with clause 4 your membership of the Plan will continue for an initial term of one year. We will write to you 4-6 weeks before the anniversary date advising you that your agreement is due for renewal. If you do not opt to cancel before the expiry of the initial term of one year, your membership shall renew for a new 12 month period and/or until such time as it is terminated by you or MVC in accordance with clause 4.

If your pet's Plan type is Junior then your pet will transfer to the Adult Plan at the commencement of the second term and will benefit as per the entitlement in clause 1 as stated in the Leaflet.

4. Termination of this Agreement

- 4.1 TVP may terminate your membership of the Plan at any time (including during the initial term) by giving you notice of termination to take immediate effect if you commit any serious breach of these terms and conditions which shall include failure to meet your payment obligations as set out at clause 2.
- 4.2 You may terminate your membership of the Plan during the initial term of one year by giving TVP notice of termination to take immediate effect if: (a) you notify TVP of your desire to cancel within FOURTEEN days from the date you joined the Plan by giving notice as set out in clause 9 below; or (b) the Pet(s) named on the Registration Form dies.
- 4.3 Either you or TVP may terminate your membership by giving one (1) month's notice to the other at any time after the initial term of one year has expired.

PLAN CANCELLATION FORM

I hereby give notice that I cancel my Plan Membership

Membership Number: _

Date:

Address of consumer: ____

Contact telephone and email: ____

- 4.4 Subject to clause 4.6 below, either you or TVP may terminate your membership on not less than one month's notice in the event that TVP ceases to operate the Plan.
- 4.5 For the avoidance of any doubt, upon termination of your membership in accordance with the terms of this agreement you will no longer be liable to make any further payments to MVC and will no longer be eligible to receive any of the entitlements listed at clause 1 from TVP.
- 4.6 If you cancel/terminate at any time other than on an anniversary of joining the Plan or in accordance with clause 4.2 above, you will be required to pay to TVP either the outstanding amount for treatment received in the period between the joining date or anniversary of joining (as applicable) and the cancellation/termination date (at the then current full list price), or the monthly payments due until the anniversary of your Plan, whichever is lower.

5. General Conditions Applicable to this Agreement

- 5.1 Canine and feline species are eligible to enjoy the benefits of the Plan once they have received their first vaccination course.
- 5.2 It is your responsibility to let TVP know that you are a member of the Plan when you arrange treatment or purchase goods.
- 5.3 All notices given to TVP under the provisions of this agreement must be in writing and sent to TVP address listed on the Registration Form.
- 5.4 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.
- 5.5 TVP shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach of this Agreement.
- 5.6 For the avoidance of doubt TVP has absolute discretion as to the medications and treatments provided under the terms of this Agreement.
- 5.7 The Plan is not transferrable.
- 5.8 Where you have provided TVP with an email address, you agree to accept service of correspondence by email from or on behalf of either TVP or MVC. If you require correspondence to be sent by post then please notify TVP of your preference by writing to it at the address overleaf.
- 5.9 This Agreement is governed by the laws of England & Wales. The courts of England & Wales shall have exclusive jurisdiction over any claim or dispute arising under this Agreement.

6. Right of Early Repayment

You are entitled to pay the sums due under this Agreement early. If you wish to make early repayment please contact TVP or MVC to make arrangements to pay the balance of the payments due under this Agreement. In the event of early repayment you will remain entitled to access the Services and benefits listed above until expiry of the Agreement.

7. Your Right to Complain

In the event of dispute you are entitled to complain about this Agreement to the Financial Ombudsman Service.

Details can be found at www.financial-ombudsman.org.uk

8. Management of Direct Debit Collections and Data Protection

- 8.1 TVP take your privacy very seriously and take great care to comply with their obligations under data protection legislation and to protect your personal information including any financial details that you provide. TVP act as the data controller and will process your data for the purpose of managing the Plan in accordance with this Agreement, your information will be shared with MVC as a data processor in order to collect payments. TVP or MVC may need to disclose your personal information with regulatory authorities for the purpose of fraud preventions and/or to comply with any legal or regulatory requirement.
- 8.2 If you have any questions about the way TVP use your personal information you should write to the Data Protection Officer at the TVP address listed on the Registration Form.
- 8.3 If the payment administrators change, this will be notified to you in accordance with clause 2.1 above and new direct debit arrangements will need to be entered into by you and the new payment administrators.

9. CANCELLATION

- 9.1 You are entitled to withdraw from this Agreement within 14 days of the start date as detailed on the registration form without having to provide any reason.
- 9.2 You may exercise your right of withdrawal by giving us either written or oral notice. To give written notice of your intention to withdraw from this Agreement please fill in the Cancellation Form overleaf and/or available from TVP and send it to TVP. To provide oral notice please contact the TVP at the address listed on the Registration Form or telephone 01379 671799.
- 9.3 Please note that if you have already used any of the services financed under this Agreement prior to withdrawing from it, you will have 30 days from the date upon which you give notice of withdrawal to pay the cash price (at the full list price as set out on TVP website and/or provided to you at the time of registration) of the service(s) which you have used and in accordance with clause 4.6 above.

To: (TVP), (address)

Name of consumer: