For Parts 1 & 1.1 please refer to your sign up form.

2. The terms of this Agreement set out the whole agreement between us for the supply to you of the services set out in our promotional literature (copies of which have been provided by us to you) including the provision of veterinary treatment, home delivery of Products, Instalment Plans and other ancillary services (Services).
3. You should check the terms of this Agreement in detail before committing yourself to its terms. Let us know if you have any queries before signing up.
4. This Agreement is designed to help you spread the costs in respect of the Services over 12 monthly instalments by making monthly in advance payments to us ("Your Plan"). By signing the form on the front page you agree to make the payments described in the form.
5. Because your costs for the Services are spread over 12 months, this is a 12 month Agreement and you can't end the Agreement or stop paying the monthly payments other than at the end of a 12 month period.
6. Unless you tell us otherwise, at the end of each 12 month period, this Agreement will automatically renew for a further 12 month period. If you would not like your Agreement to renew you just need to let us know at any time from 60 days prior to the end of your current 12 month period.
7. The Agreement will commence at the point you provide the completed Agreement to us. However, the Agreement will be conditional on your Direct Debit being confirmed. If your Direct Debit is not confirmed your Agreement will terminate and we will refund to you any amounts which you have paid to us, less the cost of treating your pet(s) to that date of or any administrative costs reasonably incurred by us.
8. You have a period of 14 days from the date on which you deliver your completed Agreement to change your mind and terminate the Agreement (your 'cooling off period'). Where you do this, we shall refund to you any amounts which you have paid to us less the cost of treating your pet(s) to that date and/or any administrative costs reasonably incurred by us.
9. The Services will only be provided and Your Plan shall only apply in respect of the specific pet(s) named.
10. The Services will at all times be provided by us in accordance with the normal standards of veterinary care. However, we can only provide the Services pursuant to appointments which you make and it is your responsibility to make sure that you and the pet(s) covered by the Plan attend our surgery for checkups in accordance with the Plan. We can also only provide the Services on the basis of the information which we have about your pet(s) and you must let us know about all relevant information concerning your pet(s) including details of their general health and wellbeing.
11. Where you have selected to receive home delivery of veterinary and pet care products (Products) under the Services, the following additional terms apply to home deliveries:
    a. Unless otherwise agreed, Products will be delivered to the address as shown on the Agreement at scheduled intervals. We use reasonable efforts to deliver Products within 14 days of the planned date of shipment. Delivery may take longer. If there is likely to be a long delay, we will contact you by email. We may cancel any order that cannot be fulfilled for any reason. If we do so we will issue a full refund of any money paid for that order.
    b. The packaging of the Products delivered may differ from that shown on our promotional literature. We may switch types/brands of Products when required. We will inform you of any such changes. You can refuse to accept such substitutes, in which case we will offer you a refund or a replacement.
    c. If any Products arrive damaged (or get lost on the way to you) we will at our sole discretion refund or replace them. All damages must be notified to us within 5 days of receipt or we may be unable to replace or refund. If you ask for your delivery to be left somewhere or provide any other delivery instructions, we will be unable to refund or resend items. We recommend not leaving such delivery instructions wherever possible but requesting delivery to you at an alternate address instead (such as a work address).
    d. The Consumer Rights Act 2015 says Products must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product you're entitled to the following: (a) for up to 30 days after delivery, if your Products are faulty, you can get a replacement or refund; and (b) for up to six months after delivery, if they can't be replaced, then you're entitled to a full refund, in most cases. Exceptions apply. Please contact us as soon as possible if you consider any Product faulty or not as ordered.
    e. Nothing in this contract affects your legal rights under the Consumer Rights Act 2015. You may also have other rights in law. Please contact Citizens Advice or seek professional advice to find out more about your legal rights.
12. Where we have agreed to an instalment plan to spread the costs of certain one-off treatments up to a 12 month period ("Instalment Plan"), the cooling off period referred to in clause 10 applies.
13. The monthly payments which you are required to make to us are set out and if applicable these monthly payments will take into account the additional pet discounts referred to provided that any additional pet(s) is/are paid for under the same Direct Debit instruction.
14. The monthly payments will be collected by us or on our behalf by our nominated agent by Direct Debit in accordance with the Direct Debit instruction set out overleaf. The payments will be collected monthly at any time following the date you sign the Agreement until such time as this Agreement expires or is terminated for whatever reason.
15. The monthly payments set out overleaf are inclusive of VAT and all other relevant taxes. VAT rates are liable to change however and we may increase the monthly payments to take account of increases in VAT rates on notice to you.
16. The cost of supplying veterinary treatment can vary from time to time due to, for instance, fluctuations in the cost of vaccinations and drugs or an increase in the amount of vaccinations or drugs required in a treatment due to a change in the size of the pet receiving that treatment. We may vary the monthly payments if this happens and we will give you a minimum of 10 days' notice of any change.
17. There are instances in which Direct Debit collections may be rejected by your bank or building society. Where this happens and we (or our nominated agent) are unable to collect a monthly payment from you, we may charge interest to you at the rate of 4% above the base rate of the Bank of England and/or cancel the Agreement or suspend the provision of Services until such time as all arrears have been cleared.
18. You agree and acknowledge that any third party collecting Direct Debits on our behalf is not liable for the provision of the Services by us and you agree not to bring any claim whatsoever against the third party.
19. There may be instances where we are unable to provide the Services for reasons beyond our reasonable control. This may include (but is not limited to) the absence or illness of suitably qualified veterinary staff and/or a shortage in the supply of necessary vaccinations or drugs. Where this happens, we will do what we reasonably can to minimise these delays and accommodate you and your pet with another appointment. However, we will not be liable to you for a failure to deliver the Services in these circumstances
20. We reserve the right to transfer our rights under this Agreement to any other suitable person or entity provided that we give notice to you. This contract is personal to you and the pet(s) named overleaf and you cannot transfer the benefit of it to another person or transfer the pet(s) to which the Agreement relates without our prior written consent.
21. Except for you, us and any third party appointed by us for the purpose of administering the scheme and collecting Direct Debits on our behalf, no person may derive any benefit from the terms of this Agreement.
22. If at any time during this Agreement either you or us decide to take no action against the other where the other has failed to comply with the terms of this Agreement that party shall not assume that the other will do the same on another occasion.
23. All notices given under the provisions of this Agreement must be in writing and sent to the last known address of the other party by first class post.
24. We will hold and process your personal data in accordance with all applicable data protection and privacy legislation, including Regulation (EU) 2016/679 (the "GDPR") and any law based on or enacting essentially equivalent provisions to the GDPR in the UK. We have chosen Premier Vet Alliance Limited ("PVA") to administer Your Plan, which includes PVA collecting your monthly payments by Direct Debit. In order for PVA to be able to carry out these activities, we collect (on behalf of PVA) the personal data and financial information provided by you in this Agreement and we provide PVA with that information. Please see PVA's privacy policy set out below, which explains how PVA processes your data. We will only process such personal data and financial information as is necessary for the provision of the Services, including the provision of such information to PVA for the performance of the Services. As part of this, it may be necessary for us to provide your details to our agents, employees, group companies and other service providers.
25. If any court or other competent authority decides that any of the provisions of this Agreement is or are invalid, unlawful or unenforceable to any extent, the term(s) will, to that extent only be severed from the remaining terms of this Agreement which will continue to operate to the fullest extent operated by law.
26. This Agreement is subject to the laws of England and Wales and the exclusive jurisdiction of the Courts of England and Wales.

PRIVACY POLICY

Premier Vet Alliance Limited (company number 07267818) ("PVA") is the administrator of Your Plan and collects your monthly payments by Direct Debit on behalf of your veterinary surgery. PVA takes your privacy and the protection of your personal data extremely seriously. This privacy policy sets out the basis on which data PVA collects about you, or that you provide to PVA, will be processed by PVA.

PVA will process the personal details and financial information provided by you in this Agreement and provided to PVA by your veterinary surgery and any updates to that information as provided by your veterinary surgery in connection with Your Plan ("your Personal Data") in accordance with all applicable data protection and privacy legislation, including Regulation (EU) 2016/679 (the "GDPR") and any law based on or enacting essentially equivalent provisions to the GDPR in the UK.

PVA will use your Personal Data for the purpose of administering the Plan, including collecting Direct Debits on behalf of your veterinary surgery. PVA will also share a limited amount of your Personal Data on a pseudonymous basis with CACI Limited for analysis purposes so that PVA can improve the products and services it offers. PVA may also be required to transfer your Personal Data in accordance with the Bacs bulk change process so that the recipient can take over responsibility for the collection or administration of Direct Debits on behalf of your veterinary surgery. PVA's "legal basis" for these uses is that, as the administrator of the Plan, PVA has an appropriate business need to use your Personal Data for these purposes.

Please tick the relevant boxes on the first page of this Agreement if you are happy for PVA to use your Personal Data to provide you with information about its other products and services which it considers may be of interest to you. PVA's "legal basis" for this use is that you have provided your consent to PVA's use of your Personal Data for marketing purposes. At any stage, you can ask PVA to stop using your Personal Data for marketing purposes and can withdraw any consent you have given to use of your Personal Data. If you would like PVA to stop using your Personal Data for marketing purposes, please write to PVA at the address provided at the end of this privacy policy.

PVA will keep your Personal Data for as long as is reasonably necessary to comply with the purposes set out in this privacy policy. If you have asked PVA to stop using your Personal Data for marketing purposes, your name and any relevant contact details will be added to and kept on a "suppression list" to make sure that PVA does not send you marketing communications in the future.

Where relevant to the purposes described in this privacy policy, PVA may share your Personal Data with other third parties who assist in the administration of the Plan, including in relation to the collection or administration of Direct Debits (such as payment processing suppliers and Direct Debits software bureaux), PVA's third party service providers (such as PVA's development partner and hosting provider), any third parties who handle PVA's direct marketing, and selected third parties in connection with any sale, transfer or disposal of PVA's business. However, PVA will not transfer your Personal Data outside the EEA (where you live in the EEA).

You have a right to: (a) access information PVA holds about you, and know for what purpose PVA uses that information; (b) correct inaccuracies in information PVA holds about you; and (c) in some circumstances: (i) request that PVA erases information it holds about you; (ii) receive a copy of any personal information provided to PVA by you and require PVA to provide this information to a third party; (iii) restrict the use of your Personal Data by PVA; and (iv) object to the use of your Personal Data by PVA, including where that information is used for direct marketing purposes. You can exercise any of these rights by writing to PVA at the address provided at the end of this privacy policy.

You have the right to complain to the relevant supervisory authority in any jurisdiction about PVA's use of your Personal Data. The supervisory authority in the UK is the Information Commissioner's Office (ICO) and more information can be found on the ICO's website at https://ico.org.uk.

If you want to contact PVA about its use of your Personal Data, please write to Data Privacy Officer, Premier Vet Alliance Limited, The Quorum, Bristol, BS1 3AE.