

## **THE HORSE HEALTH PROGRAMME TERMS & CONDITIONS**

### **1. THESE TERMS**

- 1.1 This document sets out the terms and conditions of membership of the Horse Health Programme (“HHP”). By joining the HHP, you confirm that you are the legal owner, authorised carer or are responsible for the bills and invoices relating to the treatment and care of the horse, pony or donkey(s) you have registered and that you wish to enter into a contract for membership of HHP with CVS (UK) Limited (“CVS”) subject to these terms and conditions.
- 1.2 Please read these HHP terms and conditions carefully as they set out important information about you and our rights and obligations and other key information required by law. If you have questions concerning them, please raise these with the practice before joining.
- 1.3 Any reference to ‘we’, ‘us’ or ‘our’ in these terms is to CVS (UK) Limited, and any reference to ‘you’ or ‘your’ is to the person agreeing to these terms and conditions and becoming a member of HHP.

### **2. INFORMATION ABOUT US**

- 2.1 We are CVS (UK) Limited, a company registered in England and Wales under company number: 03777473. Our registered office is at CVS House, Owen Road, Diss, Norfolk, England, IP22 4ER. Our VAT number is: GB737145235.
- 2.2 You can contact us by telephoning our customer service team at 01379-671800 or by writing to us at [hhp@cvs vets.com](mailto:hhp@cvs vets.com)
- 2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order. “Writing” includes emails. When we use the words “writing” or “written” in these terms, this includes emails.

### **HHP BENEFITS**

- 3.1 On becoming a member of HHP in accordance with section 4 below, you will be entitled to receive the benefits listed at Annex 1 (“HHP Benefits”) for the horse, pony or donkey(s) you have registered on the HHP.
- 3.2 It is your responsibility to collect your benefits on an annual basis and to let the relevant CVS veterinary practice know that you are a member of the HHP prior to you arranging any treatment or purchasing any goods covered by HHP benefits, as these may not be applied automatically to your account. No refund/benefits are due for monthly payments where benefits have not been taken/received, nor may the payments be utilised to cover alternative periods.
- 3.3 Please note that this contract does not cover the provision of veterinary services to you by our practices, and instead affords you access to HHP Benefits only. You will have a separate contract with your local practice for the provision of veterinary services, and any issues relating to the care your animal receives will need to be resolved in accordance with the terms of that separate contract.

## **OUR CONTRACT WITH YOU**

### **Registering an interest to join**

- 4.1 You can register an interest to become a member of HHP by calling or visiting one of our veterinary practices. No contract will be formed between us until you have applied for HHP as described below AND we have accepted your application as described in clause 4.4.

### **Applying to join the HHP**

- 4.2 You can apply to join the HHP scheme by calling or visiting one of our veterinary practices, and a member of practice staff will take your application details accordingly. You will also be given the chance to ask us about anything relating to the HHP scheme before you become a member.
- 4.3 When applying to join HHP, you will be required to make a one-off annual payment or in the case of direct debit payers, the first monthly payment will be required and the monthly direct debit payments set up in accordance with clause 5.1. This payment can be made by credit or debit card to the veterinary practice over the phone or in person at the practice. We cannot process your application without this payment and direct debit information (if paying monthly).

### **Acceptance into the HHP**

- 4.4 A contract will come into existence between you and us when we have received payment from you and we have emailed you to confirm that your application has been successfully processed and that payment has been received
- 4.5 Sometimes we reject applications, for example, because we can't verify your bank details. When this happens, we will let you know as soon as possible and refund any sums you may have already paid.

## **PAYMENT**

- 5.1 When we have accepted you onto the HHP as described above, you acknowledge and agree that you will be required to make your agreed payment(s) in accordance with this contract, depending on your preferred payment option:
- 5.1.1 Annual payments. A one-off annual advance payment to the value told to you by a member of practice staff at the time that you call or visit to apply to join HHP. This payment is payable by cash, debit or credit card.
- 5.1.2 Monthly payments. If you do not decide to make an advanced annual payment, you will be required to pay for HHP equally over 12 months by direct debit. The amount of the monthly payments will be told to you by a member of practice staff at the time that you call or visit to apply to join HHP, and the first payment will be taken at that time .
- 5.2 If the rate of VAT changes after you become a member of the HHP, we will adjust the rate of VAT that you pay in relation to all future payments you are required to make.
- 5.3 If you fail to make any monthly payment on the due date for payment (for example, if your Direct Debit is not paid by your bank) we shall be entitled, acting reasonably, to suspend your ability to access any HHP Benefits until you have paid the overdue sum in full or, if applicable, updated your direct debit mandate. Should you fail to do so within 30 days of us

requesting you to make a payment due, we shall also be entitled to terminate your membership in accordance with clause 7 below.

- 5.4 HHP membership requires an active direct debit instruction for the HHP membership to remain active (unless you have made a one-off annual payment).
- 5.5 Please be aware that it is your responsibility to settle any veterinary fees under the HHP scheme in accordance with our Equine Terms and Conditions. You may be able to reclaim the fees from your insurance company if you have equine insurance. Please note that we shall provide discounted fee invoices in respect of any insurance claim, and under no circumstances will full price fee invoices be provided to an insurance company, if a HHP discounted fee benefit has been provided to you.

### **CONSUMER RIGHT TO CANCEL**

- 6.1 If you have entered into this contract with us at a location other than the practice and you are a **consumer customer**, you have the right to cancel this contract within 14 days of the day that the contract was formed (see clause 4.4 above)(**Cooling-Off Period**) without giving any reason.
- 6.2 However, you do not have the right to cancel if you requested that we start providing our services during the cancellation period and the services are fully performed (i.e. the treatment has been provided to your animal) during this period. This is further explained in clauses 6.4, 6.5 and 6.6 below.
- 6.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract within the Cooling-Off Period by a clear statement (e.g. by telephoning or sending a letter or email to the practice).
- 6.4 We will not start providing the services during the Cooling-Off Period unless you ask us to. If your appointment falls within the Cooling-Off Period, by allowing us to commence the supply of services in respect of your animal, you will have been deemed to have expressly asked us to commence the provision of the services within the Cooling-Off Period.
- 6.5 This means that if you requested for us to start providing the services during the Cooling-Off Period and the services are fully performed (i.e. the treatment is completed) during the Cooling-Off Period, you lose your right to cancel and will be required to pay the full price under this contract.
- 6.6 Exercising your right of cancellation during the Cooling-Off Period will not affect the rights you have if we were defective in our supply of the services.

### **TERM & ROLLOVER OF YOUR SUBSCRIPTION**

- 7.1 Unless terminated earlier in accordance with clause 8, or renewed as described below, your membership of HHP will continue for 12 months ("Membership Year").
- 7.2 For monthly payments: Subject to clause 7.4 below, we will write to you no later than six (6) weeks before the end of the Membership Year advising you that your contract is due for renewal. We will send this notification to the email address assigned to your membership or, if no email address has been provided, to your postal address. If you:
  - 7.2.1 do not expressly instruct us to end this contract (e.g. you do not respond to our notice); or

7.2.2 if you expressly ask us to renew the Membership Year, (in accordance with any instructions included within the notice),

your access to HHP Benefits will continue for a further period of 12 months and/or until such time as it is terminated by you or us in accordance with clause 8 below.

7.2.3 Please note that, for the avoidance of doubt, we are not under any obligation to renew our contract for further Membership Years, and where we do not propose continuing with HHP Benefits after the expiry of the relevant Membership Year, we will write to you informing you that this is the case, and your contract will end on the expiry of the relevant Membership Year.

7.3 For one-off annual payments: Subject to clause 7.4 below, we will write to you no later than six (6) weeks before the expiry of the Membership Year advising you that your contract is due for renewal. We will send this notification to the email address assigned to your membership or, if no email address has been provided, to your postal address.

7.3.1 If you do not expressly ask us to renew our contract for a further Membership Year (in accordance with any instructions included within the notice), your membership to HHP will terminate on the expiration of the relevant Membership Year. If you expressly ask us to renew the Membership Year, your access to HHP Benefits will continue for a further period of 12 months.

7.3.2 Please note that, for the avoidance of doubt, we are not under any obligation to renew our contract for further Membership Years, and where we do not propose continuing with HHP Benefits after the expiry of the relevant Membership Year, we will write to you informing you that this is the case, and your contract will end on the expiry of the relevant Membership Year.

7.4 Please see clause 8 for details about what happens if this contract is ended early.

## **EXPIRY/TERMINATION OF OUR CONTRACT**

### **Expiry of our contract**

8.1 Our contract will expire at the end of the relevant Membership Year as described in clause 6 above.

### **Our right to terminate**

8.2 We may terminate our contract (and therefore your HHP membership) at any time, including during the relevant Membership Year, 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 5 and where you have failed to remedy any such payment issue as described in clause 5.

8.3 We reserve the right to terminate our contract (and therefore your HHP membership) immediately should your account at any CVS veterinary practice go into arrears for longer than 30 days after receiving notice by that practice requesting such arrears to be fully settled. We will always contact you if you have an account in arrears and discuss payment options available to you.

### **Your right to terminate**

- 8.4 You may terminate our contract (and therefore your membership of the Horse Health Programme) during each Membership Year by giving us notice of termination to take immediate effect if:
- 8.4.1 the horse, pony or donkey(s) registered on your HHP membership die(s), or
  - 8.4.2 if we otherwise fail to comply with these terms and conditions.
- 8.5 You may also terminate our contract (and therefore your membership) by giving at least one month's written notice at any time during the life of your membership or at the end of your membership. Your practice will calculate any shortfall that will be due, by looking at the payments made in the year (contract is 12 months), against the benefits you have taken.
- 8.6 If we receive notification from your bank to cancel your direct debit instruction, this will be interpreted by us that you wish to cancel your membership with immediate effect and you will be required to pay any shortfall due in respect of the benefits collected versus payments made (see clause 8.7).

### **Consequences of termination**

- 8.7 Upon expiry or termination of our contract (and therefore your HHP membership) in accordance with the terms:
- 8.7.1 if you pay monthly by direct debit, you will no longer be liable to make any further payments to us and will no longer be eligible to receive any of the HHP Benefits. For the avoidance of doubt, you shall not be eligible for a refund as outlined at clause 8.6.2; or
  - 8.7.2 if you pay annually in advance and your contract is terminated due to the circumstances outlined at clause 8.4.1, you may be eligible for a refund. Your practice will calculate this based on the products and services taken in the year to date. Your practice will refund you directly if any refund is due.
- 8.8 If you terminate our contract at any time other than at the end of a relevant Membership Year (unless the reason for termination falls under clause 8.4.1), should the value of the veterinary services and discounts that you have received in that contract year be greater than the amount that you have already paid us in that contract year, you will be required to pay the difference OR the remainder of the subscription fees for that contract year, whichever is less. This is known as a shortfall payment.

### **LIMITATIONS ON OUR LIABILITY TO YOU**

- 9.1 If we breach these terms or fail to provide the HHP with reasonable skill and care, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time the contract was made, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).
- 9.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.
- 9.3 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

## **YOUR RIGHT TO COMPLAIN**

- 10.1 If you have any questions or cause for complaint about this contract and your HHP Benefits, or your direct debit payments, please contact The Horse Health Programme support team by telephone on: 01379 671800, or by email: [hhp@cvsvets.com](mailto:hhp@cvsvets.com) or write to: The Horse Health Programme, CVS House, Owen Road, Diss, Norfolk, IP22 4ER quoting your HHP reference number.
- 10.2 If you are unhappy with any aspect of your animal's veterinary care, please contact your practice directly. This contract does not cover the provision of veterinary care, and you will have a separate contract with your local practice in addition to this contract. If a dispute cannot be resolved using your practice's internal complaint handling procedure, your practice will let you know that it cannot settle the dispute with you and provide you with information about alternative dispute resolution methods.

## **DATA PROTECTION**

- 11.1 CVS, as administrators of the Horse Health Programme, take your privacy very seriously and take great care to comply with its obligations under the General Data Protection Regulation and to protect your personal information including any financial details that you provide. We will use your personal information to administer the Horse Health Programme. It may need to disclose or share your personal information with regulatory authorities for the purpose of fraud preventions and/or to comply with any legal or regulatory requirement. To read the latest version of our Privacy Notice and understand more about how we safeguard your data please visit [www.horsehealthprogramme.co.uk/privacy-notice/](http://www.horsehealthprogramme.co.uk/privacy-notice/)
- 11.2 If you have any questions about the way we use your personal information, you should contact our Data Protection Officer via email: [dataprotection@cvsvets.com](mailto:dataprotection@cvsvets.com)
- 11.3 From time to time we may wish to use the details you have provided to advise you of associated products and health advice important to your animal's welfare and of potential interest as a horse, pony or donkey owner. If you wish to be informed of these, please let the staff in your practice know when you sign up or contact us at [hhp@cvsvets.com](mailto:hhp@cvsvets.com)

## **12. OTHER IMPORTANT TERMS**

- 12.1 All equids are eligible to join the HHP. All other species are excluded from the scheme.
- 12.2 All notices given to CVS under the provisions of our contract must be in writing and sent to The Horse Health Programme, CVS House, Owen Road, Diss, Norfolk IP22 4ER.
- 12.3 This contract is between you and us. No other person shall have any right to enforce any of its terms.
- 12.4 We may transfer our rights and obligations under our contract to another organisation, but this will not affect your rights or our obligations under these terms. We will always notify you in writing if this happens.
- 12.5 You cannot transfer your rights or your obligations under these terms to any other person.
- 12.6 Where you have provided us with an email address, you agree to accept service of correspondence by email to that address. If you require correspondence to be sent by post then please notify us of your preference by writing to it at the address above.

- 12.7 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 12.8 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking our contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 12.9 These terms are governed by English law. This means our contract and any dispute or claim arising out of or in connection with it will be governed by English law. We mutually agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 12.10 This membership is only valid for the equid named on registration. You cannot transfer this membership and its benefits to another animal.

### **WE CAN CHANGE THE HHP BENEFITS AND THESE TERMS**

- 13.1. We can always change any HHP Benefits:
- 13.1.1 to reflect changes in relevant laws and regulatory requirements or to address an identified health and safety risk;
  - 13.1.2 to make technical adjustments and improvements to the HHP, for example to add new benefits. These are changes that don't adversely affect your use of the HHP and we will share with you any new or updated versions of our terms and conditions where such changes are made. If you require a copy of our previous terms and conditions, please contact us at [hhp@cvsvets.com](mailto:hhp@cvsvets.com);
- 13.2 We may agree to make changes to the contract where we need to reflect changes in your membership, for example, in respect of the number horse(s) covered on a multi-horse membership arrangement, if you wish to add to or swap out any elements of your HHP Benefits as we make available from time to time, or if an animal registered to your membership dies. In these cases, we will discuss the changes with you, including letting you know how the price may change.
- 13.3 We reserve the right to alter the price of the membership fee(s) for HHP, however we shall use all reasonable endeavours to let members know of any price increases before renewal of their membership.

### **Annex 1**

#### **The following represents our current HHP Benefit offering.**

- Annual flu-tetanus vaccination
- Annual health check (1)
- Routine dental examination and rasp, with sedation if required (2)
- Four faecal worm egg counts
- An autumn tapeworm saliva test kit

- An annual worm risk assessment
  - An appropriate winter wormer if needed (3)
  - 10% off veterinary treatment including medicines and out-of-hours services (4)
  - 20% off selected lifetime care medications (5)
  - Multi-horse discount (£1 off per month) for each additional horse
  - 10% discount on vet fee insurance from KBIS British Equestrian Insurance (6)
1. Consists of a check of eyes, heart, trot-up in a straight line and general check over. **Must be requested and carried out at the same time as the annual vaccination or dental examination.**
  2. Advanced dental procedures including (but not limited to) wave mouth, diastema treatment or surgical extractions may require an extended treatment, which will result in additional charges. Additional treatments may have to be carried out at another time or site, and may require a separate visit. Sedation lasts for approximately 30 minutes. If the horse requires additional sedation, this may be charged for at the discretion of the vet.
  3. Worming advice will be provided to you by a veterinary surgeon or SQP based on the results of regular faecal worm egg counts, the tapeworm saliva test and the annual worm risk assessment. You should be aware that in some circumstances, these tests will indicate that worming your horse is not necessary.
  4. The 10% discount does not apply to treatments, medicines or visit fees where a discount or reduced price has already been applied or provided.
  5. CVS reserves the right to change which lifetime medications are included.
  6. CVS (UK) Ltd is an Introducer Appointed Representative of KBIS Limited, which is authorised and regulated by the Financial Conduct Authority (FRN:300861). Registered address: One America Square, 17 Crosswall, London EC3N 2LB. Registered in England and Wales. (Company No: 2208091).