

Folly Gardens Veterinary Clinic Folly Care Club – Terms of Service

This document sets out the terms of services relation to the membership of Folly Garden Vets Folly Care Club. Folly Garden Vets is a business unit of Linnaeus Veterinary Limited. By completing and submitting your Folly Care Club membership application form ("**Membership Application Form**") you confirm that: (i) you are the legal owner of the pet(s) listed on your Membership Application Form ("**Your Pet**"); (ii) you wish to enter into a contract for membership of Folly Care Club with Linnaeus Veterinary Limited ("**us**", "**our**", "**we**"); and (iii) you agree to these terms of service.

Please read the terms of service carefully. If you have questions concerning them please raise these with us before submitting your completed Membership Application Form. If you would like a copy of these terms of service in larger print, please ask at our reception or visit our website.

1. Agreement

- 1.1 These terms of service, the Membership Application Form, and the Member Benefits Leaflet (together the "**Terms**") will form the basis of our contract with you.
- 1.2 In the event of a conflict within the Terms, these terms of service will prevail.
- 1.3 The Terms may be varied on one month's written notice given to you by us. Such notice may be given by email, letter or by way of an update posted on our website. If you do not wish your membership to Folly Care Club to continue having regard to any variation notified to you, you may end it as detailed in clause 5. If you do not do this by the time the notice expires, you will be deemed to have accepted the variation.

2. Treatment

- 2.1 When you become a member of Folly Care Club, Your Pet is entitled to receive the routine treatment and other benefits set out in the Member Benefits Leaflet.
- 2.2 Folly Care Club is a preventative healthcare programme for the lifetime of Your Pet (provided that you continue to pay Folly Care Club fees).
- 2.3 Folly Care Club IS NOT AN INSURANCE POLICY. IT DOES NOT COVER ALL TREATMENT THAT YOUR PET MIGHT REQUIRE.
- 2.4 As a member of Folly Care Club you are entitled to receive routine preventive healthcare as specified in the Member Benefits Leaflet. Full details of the cost

of membership and the services and other benefits you receive by joining Folly Care Club are available in the Membership Benefits Leaflet and on our website at www.follygardens.com.

- 2.5 It is your responsibility to utilise the benefits applicable to your Folly Care Club membership. You shall not be entitled to any refund in respect of benefits on the Member Benefits Leaflet that you do not use.
- 2.6 Flea and worm products or services may be collected in accordance with the recommended pack size. The flea and worm products or services may only be given in a recommended pack supply for Your Pet and although we may send you a reminder to collect the recommended pack size it is your responsibility to collect them. We shall not be responsible for any loss caused by your failure to collect them. Any recommended pack sizes may be reviewed and amended from time to time by us in our reasonable discretion, but we shall provide written confirmation to you.
- 2.7 Vaccination reminders will be sent to the client every 12 months. It is the responsibility of the client to ensure that all vaccinations are done at the correct time. In the event of late vaccination, resulting in the full vaccination course having to be restarted, an additional fee will be charged.
- 2.8 'One additional floating veterinary consultation' applies to standard veterinary consultations, starting 14 days after the date of joining, and is for routine veterinary consultations during normal working hours and cannot be used for Referral or Emergency Service consultations and is non-refundable.
- 2.9 Should Your Pet have routine care or treatment provided by another practitioner independently of us, Your Pet will not be covered by these Terms or Folly Care Club. We will not be liable for any routine care or treatment provided to Your Pet by another practitioner independently of us.
- 2.10 Your Pet can still receive treatment by us outside the scope of Folly Care Club. Any additional healthcare, services or treatments which are not included as part of Folly Care Club will incur an additional charge which is payable separately by you to us and subject to our standard terms of service.
- 2.11 Any products prescribed by our vets and nurses must be used in accordance with their instructions and must not be used on any pet other than Your Pet. If Your Pet is sensitive or allergic to the products prescribed by us, substitute products may be available, which may result in an additional charge. Please discuss Your Pet's clinical requirements with us.

3. Your responsibilities

- 3.1 You are responsible for following our vets' and nurses' guidance, and for ensuring Your Pet attends the practice regularly for their preventative healthcare checks, and for the timely collection and administration of any prescribed treatment.
- 3.2 It is your responsibility to let us know that you are a member of Folly Care Club when you arrange treatment or purchase goods.

4. Membership, Fees and Fee increases

Payments

- 4.1 To be a member of Folly Care Club you must pay the monthly Folly Care Club fee for each of Your Pets.
- 4.2 Your Folly Care Club membership fees can either be paid:
 - 4.2.1 by direct debit on a monthly or annual basis; or
 - 4.2.2 annually in advance, in full, at Folly Garden Vets
- 4.3 If you pay your Folly Care Club membership fees annually, we will contact you and invite you to renew for a further year towards the end of your existing year or you may approach the practice directly to renew. On renewal you can pay in accordance with clause 4.2 and either set up a monthly direct debit or pay annually in advance at the then current Folly Care Club rates. If you do not pay in advance of the expiry of your existing year, your Folly Care Club membership will automatically terminate at the end of your existing year.

Direct Debit

- 4.4 Unless you make an annual payment in accordance with clause 4.2.2, your monthly membership fees will be collected by Direct Debit.
- 4.5 For the avoidance of doubt, your contract is with us.
- 4.6 If you have any queries in relation to the administration of your Direct Debit then please contact admin@teWKesbury.follygardens.com

Alteration of monthly fees and categories

- 4.7 The Folly Care Club monthly fee will be reviewed and may be subject to increase at regular review intervals. If you pay annually you will be notified of the following year's price when you come to renew your membership at the end of your existing year.
- 4.8 Your Folly Care Club monthly fee or the price you are quoted for an annual renewal may also change upon Your Pet reaching different age and weight thresholds, as set out in the Member Benefits Leaflet.

- 4.9 If you pay your Folly Care Club fees monthly and we change your Pet's monthly fees, you will be given at least 30 days' written notice. If you do not agree to the change, you can terminate your contract for the Folly Care Club membership in accordance with clause 5. Where you choose to pay annually and we notify you of a change to the annual charge for the upcoming year, you are free to not renew.
- 4.10 Should there be a decrease in your Folly Care Club monthly fee or variation in the discount available to you, your Direct Debit will be changed at the next available Direct Debit payment date.
- 4.11 Where you are given notice of an increase in your Folly Care Club monthly fee, your Direct Debit will be changed at the end of the notice period, unless you cancel your membership in accordance with clause 5.
- 4.12 If you need to change your bank details or any collection dates please contact Folly Garden Vets on 01684 292244 or admin@teWKesbury.follygardens.com seven working days prior to the due date for collection. You will not be charged for the changes stated in this clause 4.12.

Renewal

- 4.13 Where you pay monthly, your Folly Care Club membership is a rolling membership for Your Pet and no renewal fee will apply (although we may increase the price from time to time as described above). Your membership and monthly fees will continue to be payable monthly until your Folly Care Club membership is ended.
- 4.14 Where you pay annually, you will be quoted a new price for an annual renewal at the end of your then current year.

Non-payment

- 4.15 If we are unable to collect your monthly payment we will inform you accordingly and attempt to collect the payment from your account within 10 days. Your Folly Care Club membership will be terminated if you default on three successive payments.
- 4.16 If you cancel your Direct Debit for any reason at anytime, we will treat our contract with you as terminated.
- 4.17 If your Folly Care Club membership is cancelled automatically because of failed direct debits, or if you cancel your Direct Debit for any reason, your account will be reviewed and you will be charged the full price of any products and services received during the course of your membership, minus any membership fees received to date.

- 4.18 We reserve the right to suspend membership if you have any outstanding debt with us for any treatment or medication outside of Folly Care Club that is more than seven days overdue. Your membership will be reactivated once payment of the debt is made in full.

Deceased/Rehomed Pets

- 4.19 In the event Your Pet dies or you rehome Your Pet, your membership will be cancelled as soon as reasonably practicable subject to you notifying us of the same. In such instances we will credit or debit you as appropriate to reflect your membership cancelling.

5. Ending our agreement / cancelling your membership

- 5.1 You may cancel your membership by giving us one month's prior written notice before each anniversary of the date that Your Pet joined Folly Care Club. We will notify you on the 11th month from that date annually of your right to cancel your membership.
- 5.2 Upon cancellation we will review your account and, where applicable, we may charge you retrospectively the full price of any products and services received in the period between the joining date and the cancellation date (at the full list price as set out on our website www.follygardens.com and/or provided to you at the time of cancellation), minus any membership fees received to date. You will also be liable for the costs of all services and products supplied which were not covered by Folly Care Club benefits and which are still outstanding to be paid.
- 5.3 If you pay for your fees annually in advance in accordance with clause 4.2.2 and you terminate your membership part way through the year, you will not receive a refund for the remainder of the year for which Folly Care Club membership applied and will remain liable for all additional payments outlined at clause 5.2 above.
- 5.4 We reserve the right to terminate your membership by giving you one month's written notice, for any reason that we consider reasonable and necessary.
- 5.5 Unpaid bills relating to your membership fees may be referred to a third party debt collection agency.
- 5.6 We reserve the right to refuse applications for Folly Care Club membership and its benefits.

6. Complaints

Should you ever have cause to complain about the service you receive, please follow the practice's normal complaints procedure (available on request by contacting Folly Garden Vets via email admin@tewkesbury.follygardens.com)

How we use your information

Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which is accessible on the following website at <https://www.mars.com/privacy-policy-us> and explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

7. General

- 7.1 All notices given to us under the provisions of these Terms must be in writing and sent to Folly Garden Vets, 12 Columbine Road, Walton Cardiff, Tewkesbury, GL20 7SP. When we write to you by post, we will use the address most recently provided.
- 7.2 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.
- 7.3 We shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach of these Terms. Any treatment received, services rendered, or medicines dispensed to you by us will be handled in accordance with and subject to our standard terms of service (available on request).
- 7.4 For the avoidance of doubt we have absolute discretion as to the medications and treatments provided as part of Folly Care Club.
- 7.5 Your membership to Folly Care Club is not transferrable.
- 7.6 These Terms are governed by the laws of England. The courts of England shall have exclusive jurisdiction over any claim or dispute arising under the Terms.



The Direct Debit Guarantee

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debits we will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request us to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

- If an error is made in the payment of your Direct Debit, by us or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society – If you receive a refund you are not entitled to, you must pay it back when we ask you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

Linnaeus Veterinary Limited is a limited company registered in England and Wales with company number 10790375 whose registered office is at Friars Gate, 1011 Stratford Road, Shirley, West Midlands, United Kingdom, B90 4BN