



**BUSH HOUSE Veterinary Group**  
**Terms and Conditions from: April 2025**

Thank you for entrusting the care of your pet(s) to Bush House Vet Group. This document contains our Terms & Conditions. Some aspects of the terms may not be relevant to you. Please ask for further explanation or clarification if required.

The team at Bush House Vet Group is committed to providing a high level of veterinary care for our patients in a compassionate and caring manner. Our ethos is one of mutual trust and respect between the veterinary team and our clients and we aim to work collaboratively with pet owners and to involve them in decisions surrounding their animal's care as much as possible. We make fair and reasonable charges to provide these services. Quotations, verbal or written, for any treatments or procedures advised are always available.

The practice is open for consultations, procedures, advice and supply of medicines / other products between the following hours:

<b>Ammanford: 01269592113</b>	<b>CrossHands: 01269842318</b>	<b>Llandeilo: 01558822254</b>
Monday: 9:00-18:00	Monday: 9:00-17:30	Monday: 9:00-18:00
Tuesday: 9:00-18:00	Tuesday: 9:00-17:30	Tuesday: 9:00-18:00
Wednesday: 9:00-18:00	Wednesday: 9:00-17:30	Wednesday: 9:00-18:00
Thursday: 9:00-18:00	Thursday: 9:00-17:30	Thursday: 9:00-18:00
Friday: 9:00-18:00	Friday: 9:00-13:00	Friday: 9:00-18:00
Saturday: 9:00-13:00	Saturday: CLOSED	Saturday: CLOSED
Sunday: CLOSED	Sunday: CLOSED	Sunday: 10:00-13:00
(Closed for lunch:1.15.-2.15pm)	(Closed for lunch:1-2)	(Open all day)

**OUT OF HOURS EMERGENCY CARE**

Outside these times, an out of hours service is provided to care for animals requiring urgent or emergency care, or to provide ongoing hospitalisation support via **Vets Now 01792 775572**.

*Should you not have transport please call local taxi service:*

*Saron Taxis: 07788 676792*

*Tirydail Taxis: 01269 598598*

*Llandeilo Taxis: 01558 822020*

**REGISTRATION AND PET HEALTH PLANS**

We would encourage existing clients with pets already under our care to consider taking up a Pet Health Plan for their pet to benefit from additional services such as unlimited vet consultations.

***Please see separate specific terms and conditions from our Direct Debit partner MerlinVet for detailed information regarding health plan payments and home delivery of prescription products. (See Appendix 1)***

**New client registrations from April 1<sup>st</sup>, 2025, will only be accepted by joining one of our Pet Health Plans.** For clients registered from 1<sup>st</sup> April 2025 onwards, if you choose to cancel your Pet Health Plan, you will no  
Reviewed January 2025



longer be able to use the practice. Please see our website for information and details on all the discounts you will be eligible for. Exceptions to this will be where emergency treatment is required.



**Unlimited consultation reasonable usage policy** – unlimited and discounted consultations are included as part of our 'Gold' memberships, a reasonable usage policy applies.

**Plan changes** – If a client is subscribed on a higher-level plan and chooses to change to a lower level plan outside of the annual renewal date, we reserve the right to charge clients for benefits and services used whilst on that higher level plan.

### **Data Protection:**

Upon registration we will require information about you and your pet. This may include questions about your pet's current health and past medical history. This information helps us to review your pets health and maintain accurate clinical records.

- Bush House Vets takes your privacy very seriously and we take great care to comply with our obligations under the Data Protection Act and to protect your personal information including any financial details that you provide. We will only use your personal information to liaise with you regarding the healthcare of your pets.
- We may need to disclose or share your personal information with regulatory authorities for the purpose of fraud prevention and/or to comply with any legal , regulatory, debt management or pet health plan requirements. If you have any questions about the way Bush House Vets uses your personal information, please email Practice Manager at: [info@bushhousevetgroup.co.uk](mailto:info@bushhousevetgroup.co.uk)
- From time to time, it may be necessary for us to use the details you have provided in order to advise you about products important to your animal's welfare and of potential interest as a pet owner.
- We must maintain accurate records of our clients and patients. In order to do this, we may periodically ask you to confirm registration and contact details. If your details change, you must inform us so that we can ensure that our database is accurate, and you continue to receive appointment and treatment reminders
- Full details of how Bush House Vets collects, stores and uses your data are provided in the practice Privacy Policy. [3.1.1a Privacy Policy.docx](#)

### **MEDICATION & PRESCRIPTIONS**

Bush House Vets will endeavour to provide veterinary services in accordance with reasonable standards as specified in the RCVS Code of Professional Conduct for Veterinary Surgeons and Veterinary Nurses. Information about this code is available at: [www.rcvs.org.uk](http://www.rcvs.org.uk)

To comply with Veterinary Medicines Regulations and to work within guidelines given by the Royal College of Veterinary Surgeons, we are only able to prescribe medicines classified as 'Prescription Only Veterinary Medicines' to animals 'under our care'. Animals cannot be 'under our care' unless a physical examination has taken place. Consequently, veterinary surgeons are not able to prescribe any prescription only medications for animals if they have **only** conducted a consultation over the phone or via an app or website.

For patients suffering from long-term health problems that require ongoing medication, it is possible to supply repeat prescriptions without the animal having to be seen every time. Such animals will require regular repeat examinations, to ensure that the animal is suffering no ill effects from the medications that have been prescribed and to monitor improvement or deterioration in any clinical condition. In addition,



they allow the veterinary surgeon to check for the development of any new condition that might affect the continued use of medications previously advised. Re-check consultations of this type will generally be required every 6 months, although this usually applies to those animals that are stable on their medication; in the early stages of the treatment of a disease, or in the case of particularly severe conditions it may be necessary to re-examine the animal at shorter time intervals and the veterinary surgeons will use their professional judgement of the animals' clinical condition to determine the appropriate re-examination period. The veterinary surgeons will always be happy to explain their decision regarding the necessity for repeat examinations and to quote for both these and the medications likely to be required on an ongoing basis.

Requests for **repeat prescriptions** for ongoing medication must be authorised by a veterinary surgeon and to allow the veterinary surgeon sufficient time to check patient records Bush House Vets requests that pet owners give **48 hours'** notice for this.

Bush House Vets uses prescription only medicines to provide its patients with preventative healthcare to control internal and external parasites (such as worms and fleas / ticks etc). The prescription only products treat a broader range of parasites more quickly, safely and effectively than non-prescription products. These preventative healthcare medicines can be prescribed to healthy animals if they have had a consultation with a veterinary surgeon within the last 12 months.

We are happy to both prescribe and dispense medications for our patients, or to provide written prescriptions in order that owners can purchase the medications elsewhere. There is a charge for the provision of a prescription reflecting the time taken to consider the correct drug to use, the dose required, any possible adverse reactions or interactions between medications prescribed etc. Written prescriptions are valid for use in the UK only and for a maximum period of 6 months. We are not legally allowed to prescribe or dispense, on any one occasion, more medication than would be needed, either for the condition to be expected to have resolved, or before the time of the animal's next routine check-up and in the case of certain drugs, from what are termed the 'controlled' legal categories, the total amount we are able to prescribe may be small in consideration of the safety of customers having such drugs in large quantities in their homes. Additionally, whilst it may be possible to allow 'repeat dispenses' of some drugs on one prescription, this is strictly forbidden for any 'controlled' drugs and such prescriptions will therefore, always be for a single use only.

Due to legislation surrounding veterinary medicines, we are not allowed to prescribe or dispense products intended for use in humans if such a product exists in a veterinary formulation; therefore, any prescriptions provided will be for named veterinary preparations only. Should it be necessary to advise the use of a non-licensed product we will explain the reasons for this choice and may request that a disclaimer is signed by the owner of the animal.

A consultation fee is charged to cover the time taken to examine an animal, make a diagnosis and provide relevant treatment. This charge will be made even if no treatment is required. Reduced price consulting fees are charged for repeat examinations for an animal presenting with the same condition or a linked condition within a short time span (3 months). The standard consulting charges apply for a 15-minute examination should a case prove to be more complex and require additional time a surcharge may be made. Consultation charges generally apply on a per animal basis, however, depending on time taken this may be varied at the veterinary surgeon's discretion. Please note, all invoices are subject to VAT at the prevailing rate



Treatment plans for your pet will be made in discussion with you. The veterinary surgeons will always explain any options for different types of care which may be appropriate on an individual patient basis. Estimates for likely costs of such treatment will be provided (these are valid for 30 days since changes to the animal's condition over time may affect the treatment plan and / or changes in costs for medications and / or equipment necessary to provide the treatment may affect overall charges). Please note that medical care involves significant uncertainty, and it is possible that initially planned treatment may have to change, and unforeseen costs may occur. The team at Bush House Vets will endeavour to contact you to warn you of any additional costs and seek your consent before they are incurred, however, there may be instances when acting in the interest of the animal, that treatment be given before such consent can be obtained. Should that happen, you will be contacted as soon as is practicably possible and a full explanation provided.

The team at Bush House Vets will care for your pet to the best of their ability and within their level of experience. There may be times when, in the interest of your pet, advice may be sought from specialist colleagues. This may be by phone (when the vet in charge of your pet's case will discuss it with a specialist), or it may be that it is considered that your pet's care would best be provided by a specialist. If that is the case, this will be discussed with you, the options and likely costs explained and provided you agree to the referral, the team at Bush House Vets will help to make the necessary arrangements to facilitate this.

If, at any stage, you should have queries about your pet's care, in the first instance please discuss these with the veterinary surgeon in charge of the case. If you have any concerns and would like a 2<sup>nd</sup> opinion from another veterinary surgeon at Bush House Veterinary Group, you are welcome to request to arrange an appointment. If you would like to seek a 2<sup>nd</sup> opinion elsewhere (or to request that your pet is referred), again, please either discuss this with the vet in charge of your pet's case, or with another vet surgeon at the practice who will be happy to assist you.

## **PAYMENT**

**Bush House Vets respectfully requests that the costs for all services and treatments are made in full, at the time that those services or treatments are provided.**

Payment would be preferred by credit /debit card, we no longer accept cheques. Alternatively, we are happy for payment to be made by bank transfer, and the practice bank details can be provided for those preferring to settle their fees in this way. Detailed, itemised invoices can be provided for all services performed and medication given. It would be greatly appreciated if any concerns about payment were raised before treatment has begun and discussed with the veterinary surgeon in charge in order that possible embarrassment at the reception desk can be avoided. We do not offer payment plans for treatment since payment is expected at the time that treatment is provided. Instalments or part-payments can only be sanctioned by the Practice Manager in exceptional circumstances. Please do not expect any other members of the team to be able to make such decisions without referring to the Practice Manager.

Any accounts for treatment or services provided including the pet health plan which have not been settled within 14 days, will receive a reminder. Should an account remain outstanding for 30 days, ***the practice reserves the right to de-register the pet and to pursue debt collector action. Any additional fees incurred because of such action will be added to the outstanding balance. Any cheque returned by your bank as unpaid or credit card payment not honoured and any cash found to be counterfeit, will result in the***



***account balance being restored to the original fee with further charges associated with bank charges and administrative fees being added.***

### **INSURANCE**

The practice advocates the use of health insurance for pets, and we have a range of leaflets and information available at the practice, although we are not allowed to discuss details of individual policies available. The charges levied for insured pets are no different from those that are uninsured. **As a rule, we would request that any costs incurred are settled with the practice by a pet's owner and then claimed back from the insurance company** although in circumstances where the likely costs are over £500 it may be possible to arrange for the practice to claim the fees from the insurance company directly. We would request that clients wishing to make a 'direct claim' check with the veterinary surgeon treating their pet or the management team, to arrange this, ideally before agreeing to any course of treatment. **There is an admin fee for processing insurance claims and subsequent insurance queries.**

### **COMPLAINTS PROCESS**

- The last thing we wish to do at Bush House Vets is to cause you or your pets any undue distress. Should this happen, we would like to reassure you that any upset or distress is not intentional.
- However, if you feel that the standards of care, service and value for money you have received in the care of your pet are not satisfactory then please contact the Practice Manager via email at [info@bushhousevetgroup.co.uk](mailto:info@bushhousevetgroup.co.uk)
- The practice will endeavour to resolve your complaint in line with the practice Complaints Process

Bush House Vets will always seek to build positive, respectful relationships with its clients. However, this is only possible where our clients show the team a similar level of respect. Just as our clients are entitled to expect appropriate standards of care, service and value for money from the practice, so the team at Bush House Vets are entitled to expect appropriate standards of conduct and behaviour whilst serving our patients and clients. We consider that appropriate standards of conduct and behaviour means that clients are not entitled to speak to or treat the team in a manner that would be considered inappropriate were we to do the same to them. This includes swearing, aggressive, abusive or intimidating behaviour and / or defamation on social media without drawing the attention of the practice to a concern. Should such instances occur, Bush House Vets reserves the right to de-register the client and their pets.

We look forward to a long and healthy association with you and your pets.



## APPENDIX 1

### **Direct Debit Terms and Conditions For Bush House Veterinary Group**

#### **Terms & Conditions**

Welcome to The Pet Health Plan from your Veterinary Practice. The information noted below makes up the terms and conditions of the Contract between You and Your Veterinary Practice. It is recommended that at the outset of Your Subscription, You carefully read through these terms and conditions and all of the additional documents that form the Contract. Please keep these terms and conditions in a safe place so that you may refer back to them at a later date.

This Contract is between You and Your Veterinary Practice. Your payment plan is administered by Merlin Simple Payment Solutions Ltd for and on behalf of Your Veterinary Practice (this includes collecting fees from you and passing those fees to Your Veterinary Practice on a monthly basis).

#### **1. Definitions and Terms**

The terms shall have the following meanings:

- **Application Form** is the document that is completed by You or Your Veterinary Practice at the start of the Subscription which sets out the Subscription category and Monthly Subscription Fee.
- **Contract** means the Plan agreed between You and Your Veterinary Practice which comprises these terms and conditions; Your Application Form and Your Veterinary Practice's promotional and advertising material.
- **Healthcare Plan** means The Pet Health Plan provided by Your Veterinary Practice
- **Merlin** means Merlin Simple Payment Solutions Ltd, a company registered in Scotland (Company number SC697206) and having its registered office at Q Court, 3 Quality Street, Edinburgh, United Kingdom, EH4 5BP.
- **Merlin's Client Account: means a bank account, or comparable account that bear Merlin's name and any of the word(s) 'Segregated Funds', 'Client', 'Trustee', or other such fiduciary term.**
- **Merlin Vet Export:** means Merlin Vet Export Ltd, a company registered in Scotland (Company number SC452047) and having its registered office at 2/3 Carlaw Road, Pinnacle Hill Industrial Estate, Kelso, TD5 8AS.
- **Monthly Subscription Fee** is the monthly amount charged by Your Veterinary Practice to cover the cost of the treatment(s) and/or services provided to Your Pet under the terms of this Contract.
- **Prescription Medicine: means the prescription medicines and any other medical item(s) for Your Pet that form part of Contract, and that were specifically agreed to form part of the Contract (a) at the time the Contract was entered into; or (ii) at a later date. Prescription Medicine shall also include any Substitute Medicine.**
- **Subscription** means the Healthcare Plan provided to You by Your Veterinary Practice for the purpose of maintaining Your Pet's health.
- **Substitute Medicine: means any substitute product that serves the same or broadly the same purpose as the Prescribed Medicine and, which, in the sole opinion of Your Veterinary Practice, acting reasonably, meets the requirements of Your Pet and which may, at the sole discretion of Your Veterinary Practice be provided in place of a Prescription Medicine.**





- **You/Your** is a reference to you, the holder of the Subscription who is named on the Application Form.
- **Your Pet** means the animal named on the Application Form as beneficiary of the Subscription.
- **Your Veterinary Practice** means the veterinary practice named on the Application Form.

2. **Treatment that Your Pet is Entitled to:** The Contract entitles Your Pet to receive the routine and preventative treatment required to maintain Your Pet's health as prescribed by Your Veterinary Practice. A full list of inclusions is available from Your Veterinary Practice. The cost and scope of goods and services provided under this contract are set by Your Veterinary Practice.

3. **Supply of Prescription Medicine:** In the event that the Healthcare Plan includes the supply and delivery of Prescription Medicine, the following terms and conditions in this Clause 3 shall apply:

**Delivery:**

- a. The Prescription Medicine will be delivered to You by Royal Mail Post. Merlin Vet Export on behalf of Your Veterinary Practice will post the Prescription Medicine to you.
- b. The Prescription Medicine will be delivered to the postal address provided by You. This address must be within the UK. Your Veterinary Practice cannot be held responsible if that delivery address is incorrect or incomplete.
  - i. If Royal Mail's delivery notification states that Prescription Medicine was delivered to the correct area of the delivery location, You will not be entitled to a refund or replacement.
  - ii. Your Veterinary Practice do not offer refunds except in the case of the delivery of incorrect items or items delivered damaged. In the event that you seek a refund on this basis, Your Veterinary Practice will require photographic evidence of the alleged damage and/or incorrect items. Your Veterinary Practice reserves the right to request such additional supporting information and evidence as it considers reasonably necessary to consider your claim.
  - iii. If Your order is not received as a result of an admitted error with Royal Mail, You are entitled to a replacement.
- c. The cost of delivery is included in Your Healthcare Plan.
- d. If you wish to change delivery address you are required to provide Your Veterinary Practice with 21 days' notice.

**Delays**

- e. The Veterinary Practice is not responsible for delays outside their control:
  - i. If the Veterinary Practice's supply of Prescription Medicine is delayed by an event outwith their control, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided that we do this, Your Veterinary Practice will not be liable for any delays which are caused by the event.
  - ii. Your Veterinary Practice is not responsible for any delays associated with the delivery process including, but not limited to bank holidays and postal strike action.

**Substitute Medicine**

- f. Your Veterinary Practice reserves the right to replace Prescription Medicine with Substitute Medicine if the Veterinary Practice consider it necessary or advantageous. Without





prejudice to the foregoing generality, Substitute Medicine may be provided if Prescription Medicine is no longer available; or is subject to stock shortages; or if the price of the Prescription Product becomes less competitive. The Substitute Medicine may be of a different brand; the packaging and ingredients of the Substitute Medicine may vary.

### **Liability**

- g. The Prescription Medicine will be Your responsibility from the time Your Veterinary Practice deliver the product to the address provided by You or when treatment is collected (it is your responsibility to ensure collection is made on time). The Veterinary practice is not liable for any mis-use or unintended use of the product.
- h. Merlin Vet Export post the Prescription Medicine on behalf of Your Veterinary Practice. The Contract is not with Merlin Vet Export and Merlin Vet Export accept no liability to You, whether in respect of Contract, negligence, defective or unsatisfactory treatment in connection with any services it administers on behalf of Your Veterinary Practice. This does not affect any right or remedy You may have against Your Veterinary Practice.

### **Changes**

- i. If You no longer wish to receive Prescription Medicine or Your Pet requires additional/alternative medication, please contact Your Veterinary Practice to discuss changes to the Healthcare Plan. In order to avoid being charged for your next delivery of Prescription Medicine, you must contact us no less than 14 days prior to the next distribution date.

### **Your confirmations:**

- j. You confirm that:
  - i. You will provide accurate and relevant information to Your Veterinary Practice.
  - ii. You agree that you will only use the Prescription Medicine for Your Pet. Prescription Medicine should never be shared with any other person, animal or other living creature.
  - iii. Your Pet does not have any known allergies, sensitivities or intolerance to any products ordered;
  - iv. Your Pet does not have any known medical conditions which predispose Your Pet to an adverse reaction to any Prescription Medicine.
  - v. Your Pet is not taking any concurrent medications with which the Prescription Medicine is likely to interact; and
  - vi. You consent to the Prescription Medicine being posted through your letterbox and confirm that there is no risk to children, pets, vulnerable adults or other third parties as a result of your order being delivered in this way.
  - vii. You will use, handle and store the Prescription Medicine as per the manufacturer's instructions. Always read the Patient Information Leaflet and packaging of any medicine.

- 4. **Treatments that are not covered by this Contract:** This Contract only entitles Your Pet to the treatment required to monitor its health, as prescribed by Your Veterinary Practice. There is no insured benefit under the Contract. The Contract is not an insurance policy and it is not a substitution for pet insurance. This Contract does not:



- a. Unless specifically referenced in the Veterinary Practice's relevant promotional and advertising material, entitle Your Pet to the cost of any consultations that may precede or succeed any treatment and/or clinical procedure or operation that is deemed clinically necessary by Your Veterinary Practice.
  - b. Cover the treatment of other animals: The Contract is for Your Pet, who is named on the Application Form. It is not transferable between animals.
  - c. Cover treatment at another surgery or practice: Your Contract is between You and Your Veterinary Practice. Your Subscription cannot be transferred to another practice outside of Your Veterinary Practice's company group. Where You choose for Your Pet to have routine preventive treatment anywhere other than Your Veterinary Practice, Your Pet will not be covered by this Contract. If You wish to transfer Your Contract to another practice that is owned by Your Veterinary Practice, you may ask Your Veterinary Practice for details.
5. **Payment of Subscription Fees:** Your Monthly Subscription Fee will be determined with reference to Your Pet's species and weight. Your Contract will continue from month to month until it is ended by either You or Your Veterinary Practice. You must pay the Monthly Subscription Fee by Direct Debit in favour of Merlin as collecting agent for Your Veterinary Practice. The Direct Debit is payable to Merlin's Client Account. Your Monthly Subscription Fee will be deemed to be received by Your Veterinary Practice at the time it is received by Merlin. Your Monthly Subscription fee will be deemed to be settled when it is received by Merlin. Any other amounts due to Your Veterinary Practice for treatments outstanding within Your Contract are payable directly to Your Veterinary Practice. Your liability to pay the monthly fee continues until the Contract is terminated in accordance with these terms and conditions (please see sections 9 and 10 below).
6. **Alteration of Monthly Subscription Fee and Categories:** Your Veterinary Practice reserves the right to review the Monthly Subscription Fee and Healthcare Plan and Your Monthly Subscription Fee may change as a result. In addition to this annual increase, Your Pet's Monthly Subscription Fee may also change at Your Veterinary Practice's sole discretion as Your Pet reaches different age and weight thresholds or if the cost of Prescription Medicine and/or postage increases. You will be given at least 28 days' notice of any change to the Monthly Subscription Fee and any notice sent to Your email address or last known postal address will be treated as adequate notice. If You do not accept the increase in Monthly Subscription Fee, You will be entitled to terminate in terms of section 9 below. If You tell us You want to terminate during the 28 day notice period, You will not be charged the increased Monthly Subscription Fee.
7. **Changes to Direct Debit:** Following a decrease in the Monthly Subscription Fee, Your Monthly Subscription Fee will be automatically changed at the next available collection date. Where You are given notice via email of an increase to Your Monthly Subscription Fee, Your Monthly Subscription Fee will be increased at the end of the 28 day notice period. If You need to change your bank details or Direct Debit collection date, you may contact Your Veterinary Practice 10 working days prior to the due date for collection and we will make the change. There is no fee attributable to this change. If, however, any of your Direct Debit payments are returned to Your Veterinary Practice unpaid, we will be entitled to charge an administration fee, as narrated section 10 below.
8. **Your Responsibilities:** You are responsible for ensuring Your Pet attends Your Veterinary Practice regularly for health checks and that you comply with the advice and treatment Your Veterinary Practice prescribes. You are responsible for ensuring that Your Veterinary Practice is provided with up-to-date contact information for You, including postal address, email address and telephone



number. You are also responsible for informing Your Veterinary Practice if Your Pet is lost or stolen or deceased.

9. **Terminating the Contract on an anniversary:** You may cancel the Contract on an anniversary of joining the Pet Health Subscription Plan. To do so, you must give no less than 28 days' notice in writing to Your Veterinary Practice or to Merlin. The notice will only be effective if you have paid Your Monthly Subscription Fee for the entirety of the notice period. In the event that you fail to pay the Monthly Subscription Fee for the entirety of the notice period, the Contract shall continue in full force and effect.
10. **Terminating the Contract on any other date:** If You cancel at any time other than on an anniversary of joining the Pet Health Subscription Plan, Your Veterinary Practice is entitled to charge You either the outstanding amount for treatment received, or the monthly payments due until the anniversary of Your Pet Health Subscription Plan, whichever is lower. Your Veterinary Practice may end Your Contract for any reason by giving You not less than 28 days' notice. Such notice will be deemed valid if sent to Your last known postal or email address. If, in the reasonable opinion of Your Veterinary Practice, they are not able to maintain Your Pet's health due to any act or omission on your part, Your Veterinary Practice may end the Contract with immediate effect. Your Veterinary Practice may also end this Contract if in its opinion You, and/or any person who brings Your Pet to Your Veterinary Practice in relation to Your Pet's care, are aggressive and/or abusive to any of Your Veterinary Practice's staff.
11. **Non-Payment:** If Your Direct Debit payment fails, it will automatically be represented for payment 5 working days later. If the attempt to take payment fails a second time Your Contract will be automatically suspended, and you will not receive any benefits or services associated with the Healthcare Plan. In these circumstances Your Practice will contact you to ascertain whether you wish for the payment request to be re-presented to Your bank for a second time. If you wish for the payment request to be represented, you must confirm this to Your Veterinary Practice within 21 days of the date of the failed payment and Merlin will re-present the payment request to Your bank within 3-5 working days. If Your Veterinary Practice is again unable to collect the Monthly Subscription Fee payment, Your Veterinary Practice reserves the right to charge a £10 administration fee for each failed payment. This administration charge will be added to your account. If either (a) as outlined above, You fail, within 21 days, to confirm to Your Veterinary Practice that they may re-present the payment request or (b) the third payment attempt is unsuccessful, Your Healthcare Plan will be cancelled automatically. If Your Healthcare Plan is cancelled automatically because of failed Direct Debits, You will be charged the full price of any products and services received during the course of Your Contract.
12. **Refunds:** No refund of fees will be allowed except in the case of administrative error or death of Your Pet or You. If Your Monthly Subscription Fee is refunded, in full or in part, by Merlin, Your Monthly Subscription Fee will be treated as unpaid and section 10 above may apply.
13. **Variation of These Terms and Conditions:** These terms and conditions may be varied on 28 days' written notice to You. The variation may be actioned by Your Veterinary Practice or by Merlin on Your Veterinary Practice's behalf. Details of the variation will be sent to Your last known postal or email address. If You do not wish the Contract to continue in light of these changes, You have the right to cancel in terms of sections 9 or 10 of these terms and conditions. If you are cancelling because of variations to the terms and conditions, You will not be required to pay more than one final Monthly Subscription Fee. If you have not exercised your right to cancel within 28 days of



receiving written notice of the changes to the Terms and Conditions, You will be deemed to have accepted the variations.

14. **Liabilities:** Merlin collects Your Monthly Subscription Fees on behalf of Your Veterinary Practice. The Contract is not with Merlin and Merlin accepts no liability to You whether in respect of contract, negligence, defective or unsatisfactory treatment in connection with any service it administers on behalf of Your Veterinary Practice. This does not affect any right or remedy You may have against Your Veterinary Practice. Merlin has no obligation to pay Your Veterinary Practice any fees not received by Merlin from You, or any monies owed to You by Your Veterinary Practice.
15. **Your Personal Data:** Merlin, Merlin Vet Export and Your Veterinary Practice will hold and use Your personal data, as defined by UK data protection laws, for the purpose of administering Your Healthcare Plan. Your Veterinary Practice will only use your personal information as set out in its privacy policy, which can be found here: insert details of privacy policy.  
Your Veterinary Practice and Merlin may record and monitor inbound and outbound telephone calls for training purposes. These calls may also be referred to in relation to any future queries. Your data will not be shared with other organisations for their marketing activities. We will only share your information if there is a legal requirement for us to do so. Your Veterinary Practice, Merlin Vet Export and Merlin will take all reasonable precautions to ensure the security of your data. You have the right to see Your personal data. If you have any queries about the data we hold, or how we use it, please write to either Your Veterinary Practice or Merlin.
16. **Complaints Procedure:** If you are unhappy with any aspect of Your Pet's care, should raise this with Your Veterinary Practice directly. Should You have a complaint about the administration of your payment plan, please contact the Merlin at [office@merlinsps.co.uk](mailto:office@merlinsps.co.uk) or 01573 401421.
17. **Governing Law and Jurisdiction:** this Contract is governed by and construed exclusively in accordance with the Law of Scotland. The parties consent to the exclusive jurisdiction of the Courts of Scotland.