

Vital Pet Care

Vital Pet Care is a pet care program which aims to help clients care for the wellness of their pet.

Vital Pet Care Terms and Conditions

1 General

- a. These Terms and Conditions relate to your participation in Vital Pet Care and is an agreement between Herringstone Pty Ltd (referred to as “Herringstone” “we” “us”) and you.
- b. These Terms & Conditions take effect on signing the Vital Pet Care enrollment form or if earlier, when you use any membership benefits (Commencement Date)
- c. In accepting these Terms and Conditions, you agree to be bound by these Terms and Conditions for the Term and any renewed Term. You should read these Terms and Conditions carefully.

2 Membership in Vital Pet Care

- a. Is designed to provide an affordable means for you to provide the best possible wellness and preventative health care for your pet. The aim of doing this is to keep your pet as healthy and happy as possible, for as long as possible. This is achieved through a monthly payment plan and discounts on veterinary services and products provided by Herringstone Pty Ltd
- b. Membership is not an insurance policy. It will compliment any pet insurance you may have. Insurance is not necessary to be part of Vital Pet Care. We recommend pet insurance for all our patients to help assist with the costs of unexpected illness and injury.
- c. Membership is not restricted by the age or life stage of your pet.

3 Vital Pet Care Membership Benefits

a. If Your pet is a dog:

All Plans have FREE:

Consultations for each pet enrolled, with our veterinary staff at our clinics any day of the week during normal office hours¹;
For adult dogs, one C5 vaccination per annum.
For puppies, up to one C3 and two C5 vaccinations per annum depending on their specific requirements.
Six Monthly Health Check which includes a comprehensive 12 body system examination by a member of our veterinary team.
Annual wellness blood screen²
Annual faecal examination
Annual urine Examination
Annual heartworm test
Microchip³

¹ Consultations occurring “After Hours” attract the normal after hour fees

² When done with a 6 monthly wellness visit. Bloods done with “illness” visits are subject to normal charging.

³ If the pet does not already have a microchip

Extra benefits		
Essential	Extended	Optimal
	Free Heartworm Prevention Injection	Free Heartworm Prevention Injection
		Free Flea Prevention ⁴
		Free Nail Trim and Anal Glands
10% Off Laboratory Fees Medications Professional Fees and Services Parasite Prevention ⁵ Hills Pet Nutrition	15% Off Laboratory Fees Medications Professional Fees and Services Parasite Prevention ⁵ Hills Pet Nutrition	20% Off Laboratory Fees Medications Professional Fees and Services Parasite Prevention ⁵ Hills Pet Nutrition

b. If your pet is a cat

FREE Consultations for each pet enrolled, with our veterinary staff at our clinics any day of the week during normal office hours ⁶ ; For adult cats one F3 vaccination per annum Feline Immunodeficiency Virus (FIV) vaccinations For kittens, up to three F3 and FIV vaccinations depending on their specific requirements Six Monthly Health Check which includes a comprehensive 12 body system examination by our veterinary team Annual wellness blood screen ⁷ Annual Faecal Examination Annual Urine Examination FIV testing when required Microchip ⁸
10% Off Laboratory Fees Medications Professional Fees and Services Parasite Prevention ⁵ Hills Pet Nutrition

- c. Any and all benefits we deem to be “Membership Benefits” from time to time.
- d. Subject to our Fair Use Policy, you may redeem any of the Membership Benefits at the Karingal Veterinary Hospital and Ballam Park Veterinary Clinic.

⁴ Bravecto Tablets given once every 3 months

⁵ Excludes Parasite Prevention Program fees

⁶ Consultations occurring “After Hours” attract the normal after hour fees

⁷ When done with a 6 monthly wellness visit. Bloods done with “illness” visits are subject to normal charging.

⁸ If the pet does not already have a microchip

- e. Membership Benefits are not transferrable or exchangeable and cannot be taken as cash.
- f. Membership Benefits are not able to be used in conjunction with any other discount, promotion or package offered by us.
- g. Vital Pet Care services are only available during the normal hours of operation of the participating veterinary clinics.
- h. It is your responsibility to ensure that you receive all of your Membership Benefits. We will endeavour to send you reminders of any unused Membership Benefits so that you can get the most out of the Membership before the end of the current Term, but we are not obligated to do so. Any unused Membership Benefits at the end of the current Term will be forfeited and cannot be redeemed for cash, even if your Membership is renewed
- i.

4. Vital Pet Care Membership Conditions

Your Membership requires you to comply with the following conditions

- a. Your Membership is associated with one pet only.
- b. You must only use the Membership Benefits for the nominated pet and not for any other pet or animal. However, you may have multiple Memberships if you own multiple pets.
- c. You must comply with the Fair Use Policy and these Terms and Conditions in relation to using your Membership Benefits.
- d. You must keep your contact details up to date with us when they change so we can keep in touch.
- e. You must pay to us all amounts when they are due under these Terms and Conditions.

5. Fair Use Policy

Vital Pet Care is for the benefit of enrolled pets. It is important that the service is used only in relation to the enrolled pet and always subject to our Fair Use Policy which provides for reasonable usage of discounted veterinary products, services and free veterinary or nurse consultations. If your usage of a Membership Benefit is reasonably considered by us to be outside the Fair Use Policy we may contact you to discuss changing your usage so that it conforms to that Policy. If after we have contacted you the use continues to breach our Fair Use Policy we may, without further notice suspend or terminate your Membership.

Use of Vital Pet Care benefits for pets, other than the enrolled pet, is considered unreasonable use.

6. Cooling Off Period

You may cancel your membership in Vital Pet Care within the first 4 weeks from the Commencement Date provided you have not used any of the services provided under Vital Pet Care. Cancellation will incur a \$25.00 cancellation fee.

7. Fees, Charges and Payments

- a.** You must pay to us the Membership Fee plus GST using one of the payment methods we support. At the Commencement Date, you may choose to pay the Membership Fee for the Term in full at the Commencement Date or in equal monthly instalments on the anniversary of each month of the Term, by direct debit from a bank account or credit card using the service that we choose. There is no difference in the cost of the Membership Fee if you pay upfront or monthly via direct debit. The monthly Membership fee will not change for the 12-month Term of the agreement.
- b.** When paying monthly you must enter into a Direct Debit Agreement and strictly comply with its terms.
- c.** Non Payment:
Failure to make the agreed payment may result in
 - i. A late fee in an amount determined by us from time to time.
 - ii. Suspension of your membership.
 - iii. Any debt recovery fees we (or the Direct Debit provider) incur.
 - iv. If we suspend your Membership, a fee to reactivate your Membership of an amount determined by us from time to time.
 - v. The difference between the value of benefits used and the amount paid up until the suspension of membership using the pricelist current at the time of membership suspension
- d.** We reserve the right, at our discretion, to suspend your Membership until we receive all outstanding payments in full.

8. Term

- a.** Membership is for a term of 12 months from the Commencement Date.
- b.** Membership will be automatically renewed for the same Term as the initial Term unless you terminate your membership in accordance with these Terms and Conditions
- c.** We will contact you by email in advance of the anniversary of the Commencement Date advising you of any changes in the Membership Fee or our Terms and Conditions.

9. Termination

9.1 Termination by us

- a.** We may immediately suspend or limit your access to, and use of, your Membership without notice to you at any time for any reason, including but not limited to where.
 - i. You breach any of these Terms and Conditions.

- ii. You use (or in our reasonable opinion we believe you have used) a Membership Benefit for any other pet or animal that is not the pet enrolled in Vital Pet Care and or in a manner which is outside our Fair Use Policy.
 - iii. You have not paid monies owing under these Terms and Conditions.
 - iv. Without giving any reason provided that we give you at least thirty (30) days' notice of termination. If we terminate your Membership without providing a reason, we will refund to you a portion of the Membership Fee paid by you to us pro-rated according to the period of the current Term that is outstanding.
- b. If your Membership has been suspended or terminated due to your breach, reactivation of your Membership will be at our discretion. If we agree to reactivate your Membership, we will require payment in full of all outstanding amounts (including any late payment fees, interest, debt recovery charges and reactivation fees required under clause 7c). For the avoidance of doubt, this also includes any part of the Membership Fee that is payable during the period of suspension
- c. Termination of your Membership does not prejudice any right or claim that we have or may have against you.

9.2 Termination by You

You may terminate your Membership with effect from the end of any Term by giving us at least 30 days' written notice that your Membership is not to be renewed.

9.3 Death of Pet

- a. If the pet enrolled in Vital Pet Care dies during the term of the agreement you must pay any difference between the amount of benefits received and the total amount paid during the Term. If you have paid more than the benefits received then Herringstone Pty Ltd will refund the difference. Calculation of benefits received includes discounts on products as well as services provided at no charge under the membership.
- b. Benefits may not be transferred to another pet in the case of the death of the pet enrolled in Vital Pet Care. New pets must be enrolled in their own right.

10. Effect of Termination

- a. Your Membership Benefits will cease.
- b. You must terminate the Direct Debit agreement in accordance with the terms of the Direct Debit Agreement.
- c. You will not be entitled to any refund of money unless we have terminated your Membership without cause.
- d. All amounts owing to us under these terms and Conditions become due and payable.