

PawFit - Pet Wellness Plan Terms & Conditions

1. INTRODUCTION

- 1.1. PawFit - Pet Wellness Plan is an annual preventative wellness programme for pets brought to You by VetSouth Limited (“VSL”).
- 1.2. Benefits of the programme are currently only offered in participating VetSouth clinics.
- 1.3. The programme allows Members access to select veterinary services on an annual basis at participating VetSouth clinics or from a third-party service provider(s) (if applicable).
- 1.4. The programme is designed to be preventative care to help keep pets healthy; it is not an insurance programme or a substitute for pet insurance.
- 1.5. Not all veterinary services are covered by the programme. It is your responsibility to confirm the services that are part of the programme with your participating veterinary clinic prior to joining the programme.
- 1.6. By joining the PawFit - Pet Wellness Plan members agree to be bound by these terms and conditions between VSL, the Member and the participating VetSouth clinic.
- 1.7. Members can contact their participating veterinary clinic, the PawFit - Pet Wellness Plan support team, or seek their own independent advice about these terms and conditions.

2. ELIGIBILITY

- 2.1. Members (in these terms and conditions includes where applicable “**Member**” or “**You**”) sign up to the programme for 12-month periods, which will automatically renew for further consecutive 12-month periods unless membership is terminated by the Member or VSL in accordance with these terms and conditions.
- 2.2. Members can register adult cats and dogs over the age of 6 months. Working dogs are excluded from this program.
- 2.3. An annual membership is limited to the pets registered by the Member.
- 2.4. A separate membership must be purchased for each additional pet owned by a Member to be part of the programme.
- 2.5. VSL will remind a Member at least 30 days before the end of any 12-month period that their membership is due to renew by sending a notification to the Member’s registered email address.
- 2.6. Members are solely responsible for checking the terms of their membership and must ensure that they update any changes to their contact details, including their email address and phone number.
- 2.7. VSL will not be liable for any delay or disruption in communication due to incorrect or outdated Member contact details.
- 2.8. Unless the Member notifies their participating VetSouth clinic at least 20 days before the end of any 12-month period of membership that the Member does not wish to renew, their membership will automatically renew for another 12 months.

3. BENEFITS

- 3.1. Standard annual vaccinations (includes 1 vet consult) --- Dogs: DHA2PPi + CCB | Cats: Felocell or Ducat.
- 3.2. 1 annual veterinary health check (30 min)
- 3.3. 2 nurse visits (health checks)
- 3.4. 4 nail clips
- 3.5. If required, animal microchipping + chip registration with NZCAR and alterations
- 3.6. 10% off parasite control (for dogs and cats)
- 3.7. 10% off dental services
- 3.8. 10% off pet food (species-specific, some exclusions apply to working dog specific products, see team for more details), this offer works in conjunction with manufacturer offered free bags.
- 3.9. 10% off petware and accessories (ie. Leashes, collars, toys)
- 3.10. Free annual laboratory tests – one Basic biochemistry blood panel, and one urinalysis test

4. MEMBERSHIP FEES AND PAYMENT

- 4.1. The annual membership fees are as specified on the sign-up form and will be reviewed annually.
- 4.2. The monthly fee will remain fixed during the 12-month period of the initial agreement.
- 4.3. Initial payment to be made upfront, with the following 11 payments being made via monthly direct debit from the Members nominated bank account on the first working day of each month within the term of the program.
- 4.4. If a Member fails to pay an instalment of their annual membership fee, VSL will suspend the Member's benefits until payment is received.
- 4.5. Members will be advised by VSL sending a notification to the Member's registered email address of any change in the membership fee, which will apply from the next anniversary of their membership.
- 4.6. You authorise us to take the subscription fee by direct debit each month including any prior month's fees that are outstanding
- 4.7. Member remains liable to pay for any other product or services provided by VSL as per VSL standard payment terms and conditions, irrespective of whether those services are discounted by membership in this program or not.

5. CANCELLATIONS AND TERMINATION

- 5.1. Memberships are for a 12-month period and will automatically renew for a further 12-month term unless a Member elects not to renew their membership by sending an email to the participating VetSouth clinic at least 20 days before expiry of the current membership period.
- 5.2. A Member wishing to cancel within their 12-month period should contact the participating VetSouth clinic to discuss cancellation. Upon cancellation, for any reason, no refunds will be payable for the value of any unused benefits or services provided by the participating VetSouth clinic through membership in the programme.
- 5.3. Members may cancel their membership at any time without penalty, if their pet has passed away. Otherwise, Members that cancel within their 12-month membership period will be required to pay a cancellation fee of (whichever is less):
 - 5.3.1. the difference between the savings obtained on the services provided by the participating VetSouth clinic through their membership in the programme and the total amount of membership fees paid to date; or
 - 5.3.2. the amount of membership fees for the remainder of the 12-month membership period.
- 5.4. Any reconciliation payment under clause 5.3 must be paid by direct debit or by payment to the participating VetSouth clinic.
- 5.5. Subject to clause 5.6, cancellations will be effective from the date on which the Member has notified their participating clinic in writing by email.
- 5.6. If the reconciliation payment under clause 5.3 is not received, cancellation will not occur, and the Member will continue to be liable for regularly scheduled payments.
- 5.7. Members must always comply with these terms and conditions during any membership period. In addition to any other rights under these terms and conditions, if a Member breaches these terms and conditions, VSL may notify the Member of such breach in writing. If the breach is not remedied in the timeframe required by VSL (acting reasonably), then VSL may terminate the membership. If your membership is terminated in accordance with this clause 5.7, then You may be required to pay a termination fee, calculated in the same manner as the cancellation fee referred to in clause 5.3.

6. LIABILITY

- 6.1. VSL will not be liable for any loss, cost, damage, expense, or claim arising from any failure, default, or delay in the supply of services or the membership benefits to Members if, and during the period in which, such failure, default, or delay is caused by events (such as, but not limited to Covid 19) or circumstances beyond VSL's reasonable control, including (but not limited to) any failure, default, or delay by a third party service provider. If such circumstances occur, VSL may elect to suspend all or part of the supply of services or benefits to Members or terminate the PawFit - Pet Wellness Plan membership programme on notice to Members and, if terminated, VSL will provide a refund of any prepaid membership fees on such basis as is determined by VSL (acting reasonably).
- 6.2. VSL will not be liable for any loss, cost, damage, expense, or claim arising from the supply of services or the membership benefits to members by any third-party service provider.
- 6.3. VSL does not warrant that the PawFit - Pet Wellness Plan programme or any of the membership benefits will be available to Members at any particular time or on an ongoing basis.
- 6.4. Subject to compliance with applicable law, VSL reserves the right to discontinue the PawFit - Pet Wellness Plan programme in the participating VetSouth clinic at any time. VSL will provide written notice of such a

decision to members currently within a 12-month membership period. In these situations, VSL will provide members a reconciliation payment:

- If the difference between their total savings obtained on products and services provided through their membership programme is less than the total amount of membership fees paid to date OR
- Where a paid membership period cannot be used due to the discontinuation of the programme (prorate based on the 12 month membership period).

Any reconciliation payment will be paid by direct debit or by payment to the participating VetSouth clinic.

Reconciliation payments will be effective from the date on which the Member has been notified by VSL of the discontinuation of the programme in writing by email.

- 6.5. VetSouth provides the programme via the participating VetSouth clinics and any right, benefit, exclusion or limitation of liability in these terms and conditions in favour of VetSouth are also given for the benefit of each of the participating veterinary clinics and includes the right of the veterinary clinics to enforce these terms and conditions directly against a Member.

7. DEBT COLLECTION ACTION

- 7.1. Where you default in making payments due under these terms and conditions you:

- 7.1.1. authorise us and/or our third-party debt collection agency to notify any debt collection or credit reporting agency of the default.
- 7.1.2. authorise us to refer the debt to a debt collection agency and add an administration fee to the outstanding debt being its fee for dealing with the default.
- 7.1.3. agree to pay all costs incurred as a result of debt collection including the commission, fees and costs charged by any debt collection agency together with our professional and legal costs (on a solicitor client basis) and expenses.

8. GENERAL

- 8.1. These terms and conditions are governed by the laws in force in New Zealand.
- 8.2. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New Zealand and any courts which may hear appeals from those courts.
- 8.3. Invalidity of any provisions in these terms and conditions does not affect any other provisions.
- 8.4. Any delay or failure by VSL to enforce any rights under these terms and conditions does not constitute waiver.
- 8.5. VSL collects, stores, uses, and discloses personal information it receives from You or third parties in connection with the PawFit - Pet Wellness Plan membership programme in accordance with the VSL [Privacy Policy](#) published on our website (as updated from time to time).
- 8.6. VSL may from time to time make changes to these terms and conditions.
- 8.7. A Member's continued use of the membership benefits after a change to the terms and conditions means that You have accepted any changes VSL has made (subject to the Member's cancellation right above).
- 8.8. You are responsible for ensuring that the contact details VSL has for You are correct and up to date.

9. CONTACT INFORMATION

- 9.1. For questions relating to our Terms and Conditions, please email pawfit@vetsouth.co.nz