

HealthyPets WELLNESS PLAN AGREEMENT



Client ID:

This agreement is made between:

"THE PET OWNER"

and

"BTVH"

BARTRAM TRAIL VETERINARY HOSPITAL
6751 State Road 16
Saint Augustine, Florida 32092

Title: Mr/Ms/Miss/etc.

First name:

Last name:

Address:

City: State/ZIP

Phone:

Email:

PET DETAILS

1. The Pet Owner will pay:

**Total Initial
Membership Fee**

Initial Membership Fee of \$100 per Premium Puppy and/or Premium Kitten Plan

\$

a. Name	Breed	Plan	Monthly fee	Pet ID
<input style="width: 160px; height: 25px;" type="text"/>	<input style="width: 160px; height: 25px;" type="text"/>	<input style="width: 160px; height: 25px;" type="text"/>	\$ <input style="width: 100px; height: 25px;" type="text"/>	<input style="width: 100px; height: 25px;" type="text"/>

b. Name	Breed	Plan	Monthly fee	Pet ID
<input style="width: 160px; height: 25px;" type="text"/>	<input style="width: 160px; height: 25px;" type="text"/>	<input style="width: 160px; height: 25px;" type="text"/>	\$ <input style="width: 100px; height: 25px;" type="text"/>	<input style="width: 100px; height: 25px;" type="text"/>

c. Name	Breed	Plan	Monthly fee	Pet ID
<input style="width: 160px; height: 25px;" type="text"/>	<input style="width: 160px; height: 25px;" type="text"/>	<input style="width: 160px; height: 25px;" type="text"/>	\$ <input style="width: 100px; height: 25px;" type="text"/>	<input style="width: 100px; height: 25px;" type="text"/>

d. Name	Breed	Plan	Monthly fee	Pet ID
<input style="width: 160px; height: 25px;" type="text"/>	<input style="width: 160px; height: 25px;" type="text"/>	<input style="width: 160px; height: 25px;" type="text"/>	\$ <input style="width: 100px; height: 25px;" type="text"/>	<input style="width: 100px; height: 25px;" type="text"/>

1.1 Thereafter, the Pet Owner will pay to BTVH a **TOTAL MONTHLY FEE of \$**

in respect of the Wellness Plan for the above animals every month.

1.2 A one time payment to BTVH shall be made on the amount referenced in the above Total Initial Membership Fee.

1.3 I, the Pet Owner understand that I am responsible for verifying the payment has left my account. In the event that the payment has not been taken it is my responsibility to have the appropriate funds available the following month to cover the payments.

Pet Owner's signature:

Date:

For and on behalf of BTVH:

Date:

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RECURRING PAYMENT AUTHORIZATION

I, , authorize Bartram Trail Veterinary Hospital to charge my credit card account indicated below, the fees outlined on page 1 of this agreement on the * day of each month for payment of my HealthyPet Plan.

* You can select a preferred payment date from the 1st-15th, or leave blank, in which case the Plan start date will be used. Your selected payment date could result in your first recurring payment being collected within one month.

CREDIT CARD INFORMATION

Visa Mastercard Amex Discover

Name on Card:
Card No.
Expiry Date: CW:

Credit Card Billing Address (if different from page 1)

Address:
City: State /ZIP:
Signature: Date:

TERMS OF AUTHORIZATION

I understand that the authorization will remain in effect for a period of 12 months and will automatically renew for an additional 12 months unless it is canceled in writing 60 days prior to the anniversary of this agreement, and agree to notify Bartram Trail Veterinary Hospital of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date.

In the case of a payment being declined, I understand that Bartram Trail Veterinary Hospital may attempt to process the payment again. I certify that I am an authorized user of this credit card and will not dispute these scheduled transactions with my credit card company so long as the transactions correspond to the terms of this Agreement.

2. The terms of this Agreement set out the whole agreement between us for the supply to you of the services set out in our HealthyPet Wellness Plan promotional literature, copies of which have been provided by us to you.
3. You should check the terms of this Agreement in detail before committing yourself to its terms. If you think there is any mistake in this Agreement or if you have any questions about it then you should contact us straight away and ask us to make any necessary amendments in writing. Once you sign the Agreement you will be bound by its terms.
4. If the terms on page 1 differ from the terms on this page, then the terms on page 1 will prevail. This is to ensure that the terms written on the front sheet of the Agreement take precedence.
5. Our HealthyPet Wellness Plan is designed to help you spread your veterinary costs in respect of the Services over a 12 month period by making monthly in advance payments to us.
6. Because your costs for the Services are spread over 12 months, this is a 12 month Agreement and you can't end the Agreement or stop paying the monthly payments other than at the end of the 12 month period.
7. You can however end your agreement by giving us written notice of your wish to terminate the Agreement at any time from 60 days prior to the anniversary of the Agreement by mail and the Agreement will end at the end of that 12 month period.
8. Unless you give us notice that you don't want to renew your Agreement as set out in clause 6 above, your Agreement will renew automatically for another 12 months.
9. We are under no obligation to enter into the Agreement with you and any Agreement signed by you and delivered to us shall be considered an offer by you to commence your membership on the Effective Date set out on the previous page until such a time as we issue you with a copy of the Agreement signed by us or we take the first monthly payment whichever is the earlier. At this time the Agreement will become binding on us.
10. You have a period of 7 days from the date on which you deliver your signed Agreement to us to withdraw your offer and your signed Agreement. Where you do this, we shall refund to you any amounts which you have paid to us less the cost of treating your pet(s) to that date of, and any administrative costs reasonably incurred by us.
11. The services will only be provided and the Plan shall only apply in respect of the specific pet(s) named on page 1.
12. The services will at all times be provided by us in accordance with the normal standards of veterinary care. However, we can only provide the Services pursuant to appointments which you make and it is your responsibility to make sure that you and the pet(s) covered by the Plan attend our hospital for checkups in accordance with the Plan. We can also only provide the Services on the basis of the information which we have about your pet(s) and you must let us know about all relevant information concerning your pet(s) including details of their general health and wellbeing.
13. The monthly payments which you are required to make to us are set out on page 1 and if applicable these monthly payments will take into account the additional pet discounts referred to provide that any additional pet(s) is/are paid for under the same payment instruction.
14. The monthly payments will be collected by us or on our behalf by your nominated agent by in accordance with the instruction set out on page 1. The monthly payments will be collected monthly at any time following the date you sign the Agreement until such a time as this Agreement expires or is terminated for whatever reason.
15. The monthly payments set out on page 1 are inclusive of sales tax and all other relevant taxes. Sales tax rates are liable to change however and so we reserve the right to increase the monthly payments to take account of increases in sales tax rates on notice to you.
16. The cost of supplying veterinary treatment can vary from time to time due to, for instance, fluctuations in the cost of vaccinations and drugs. We therefore reserve the right to vary the monthly payments provided that we give you 10 days notice of any increase to the monthly payments.
17. There are instances in which your payment may be rejected by your relevant financial institution. Where this happens and we (or our nominated agent) are unable to collect a monthly payment from you, we reserve the right to charge interest to you at the rate of 4% above the base rate of the Federal Reserve and /or suspend the provision of Services and /or cancel this Agreement until such time as all arrears have been cleared.
18. Unless you rectify any non payment we shall also be entitled to claim damages from you and the starting point for the calculation of those damages will be the outstanding monthly payment due by you for the 12 month period. This represents our losses.
19. Where the payment is collected by a third party on our behalf you agree and acknowledge that the third party is not liable for the provision of the Services by us and you agree not to bring any claim of whatsoever nature against the third party.
20. There may be instances where we are unable to provide the Services for reasons beyond our reasonable control. Such circumstances include (but aren't limited to) the absence or illness of suitably qualified veterinary staff and /or where we have a shortage in the supply of necessary vaccinations or drugs. Where we experience delays in the provision of the Services to you for reasons beyond our control, we will do what we reasonably can to minimize these delays and accommodate you and your pet with another appointment. However we will not be liable to you for a failure to deliver the Services in these circumstances.
21. We reserve the right to transfer our rights under this Agreement to any other suitable person provided that we give notice to you but this contract is personal to you and the the pet(s) named on page 1. You cannot transfer the benefit of the Agreement to any other person or transfer the pet(s) to which the Agreement relates without our prior written consent.
22. Except for you, us and any third party appointed by us for the purpose of administering the plan and collecting payments on our behalf, no person may derive any benefit from the terms of this Agreement.
23. If at any time during this Agreement either you or us decide to take no action against the other where the other has failed to comply with the terms of this Agreement that party shall not assume that the other will do the same on another occasion,
24. All notices given under the provisions of this Agreement must be in writing and sent to the last known address of the other party by mail.
25. We will hold and process your personal data in accordance with the Data Protection Act 1998 and shall ensure that any third party to whom we disclose your data for the purpose of administering the plan, also processes your data pursuant to the data Protection Act of 1998 and the Privacy Policy set out below. In the course of the provision of the Services it may be necessary to provide your details to our agents, employees, group companies and other service providers and you hereby give us your authority for us to do so.
26. If any court or other competent authority decides that any of the provisions of this agreement is or are invalid, unlawful or unenforceable to any extent, the term(s) will, to that extent only be severed from the remaining terms of this Agreement which will continue to operate to the fullest extent operated by law.
27. This Agreement is subject to the laws of the State of Florida. The parties submit to the exclusive jurisdiction of the state and federal courts for the State of Florida.

PRIVACY POLICY

Bartram Trail Veterinary Hospital takes your privacy and the protection of your personal data extremely seriously. All of your personal details and financial information will be processed in accordance with the Data Protection Act of 1998.

Bartram Trail Veterinary Hospital will only use your personal data strictly for the purposes of administering the Plan.

Unless you request otherwise, in addition to using your personal data for the purposes of administering the Plan, Bartram Trail Veterinary Hospital may also use your personal data for the purposes of providing you with certain marketing information in relation to other products and services which it is able to offer you and which it considers may be of interest to you.

You of course have a right to require Bartram Trail Veterinary Hospital to stop using your personal information for any additional marketing reasons and if you would like Bartram Trail Veterinary Hospital to stop using your information or you have any questions about the personal information which may be retained in relation to you, you should contact our offices at 6751 State Road 16, saint Augustine, FL 32092.