

Definitions: Service Provider = "we", "us" or "our"; Customer = "you" or "subscriber"; Debit Finance Collections Plc = "DFC"

Terms of your Contract

PERIOD OF COMMITMENT

- You are agreeing to subscribe annually for the services offered under the Plan as provided by Goddard Veterinary Group and contracting to remain a subscriber for a minimum period of 12 months ("Minimum Period").

- On the expiry of the Minimum Period, you agree that your annual subscription shall be automatically renewed on the same terms and conditions for further successive periods of 12 months unless either party has, not later than one month prior to expiry of the then current term, given written notice to the other that the term is not to be automatically renewed.

COLLECTING YOUR MONTHLY SUBSCRIPTIONS

- DFC is our agent for the collection of your payments due under this Contract. DFC will collect your subscription by monthly instalments in advance on our behalf by Direct Debit (each a "Monthly Payment").

- Should a Monthly Payment remain outstanding 7 days after it is due, Goddard Veterinary Group and DFC reserve the right to collect the overdue amount when the next Monthly Payment is collected. Notification of this additional collection will be provided to the subscriber or the holder of the nominated bank account.

COOLING OFF PERIOD

-This contract commences once you have indicated your acceptance in the Declaration section of this contract (Online or via a paper contract). You have 14 full days after signup to cancel this contract for any reason ("Cooling-Off Period"). To exercise this right, you must inform us of this by post, email or telephone using the details provided. Alternatively, you can notify DFC by email to info@debitfinance.co.uk. If you exercise this right to cancel, we will reimburse you all joining and subscription fee payments received from you using the same means of payment you used for the initial transaction. If you have received any discounted products or services during the Cooling-Off Period, your Goddard Veterinary Group branch will invoice you the full cost of these products and services with the balance payable directly to your branch as per Goddard Veterinary Group Settlement Terms.

-Your subscription starts on the date you sign this Contract.

-You will be entitled to all the rights and privileges extended to you for the type of membership you have chosen.

TERMINATION OF SERVICE, LIMITED RIGHTS TO CANCEL

During the Minimum Period, you may notify us that you wish to cancel the contract:

1. Material Failure - If we materially fail to provide the contracted service. Where such notice to cancel for material failure is provided, the Contract will terminate with immediate effect once all payments due and owing up to the date of such notice are paid by you.

SUSPENSION

1. Loss of Employment - If you are subsequently unable to keep up with your repayments under this Contract due to a loss of employment we may, at our complete discretion, suspend your payments for two months to the extent that you provide sufficient documentary evidence of your circumstances. Once you provide the requested documentation, we will review your financial situation and decide whether a suspension is justified.

TERMINATION PAYMENT FOR EARLY CANCELLATION

If you cancel your subscription during the Minimum Period, other than in the circumstances set out above, we shall be entitled to a termination payment ("Termination Payment").

The Termination Payment will be the total of:

1. Any arrears;
2. Any accumulated late payment and other charges (as set out below) that have been or will be incurred; and
3. The monthly payments that would otherwise have fallen due before the end of the Minimum Period.

DEFAULT/MISSING PAYMENTS

-DFC reserves the right to represent the Direct Debit Instruction for any missed payments for collection if a Monthly Payment remains unpaid for at least 5 working days after the original collection attempt.

- Should a Monthly Payment remain outstanding 14 days after it has become due, Goddard Veterinary Group and DFC reserve the right to collect the overdue amount (including any additional fees) when the next Monthly Payment is collected. Notification of this additional collection will be provided to you or the holder of the nominated bank account. If two Monthly Payments are missed, you will be deemed to have breached the Contract, which will result in us having the right to immediately cancel. Where this occurs, we shall be entitled to a Termination Payment as above.

OTHER CHARGES

If you cancel your Direct Debit instruction thus failing to make a payment on time, you will incur the following late payment charges:

1. Fail to pay Monthly Payment on the due date £10.00.
 2. Fail to pay the Monthly Payment within 7 days of the date of a reminder letter £20.00.
 3. Fail to pay the arrears and any accrued late payment charges within 7 days of the date of a Final Notice £30.00.
- Late payment charges become payable immediately when they are incurred.

Other Charges include:

1. Payment other than by Direct Debit £5.00.
2. Any cheque returned unpaid by your bank £10.00.

-DFC is also the agent for serving notice and collecting late payment and other charges set out in this section, as well as any Termination Payment which becomes due under this Contract. Any notice served on you in accordance with the terms of this Contract, will be deemed to have been delivered to you the next day after it is dispatched by DFC.

-If you fail to pay any amount due under this Contract for a period of more than one month, you agree that we may pass the debt to a third party company for collection. The costs incurred in employing the third party will be borne by you including the costs in tracing you, should you have changed address without telling us.

GIVING NOTICE TO CANCEL

If you wish to cancel the contract at any time you need to provide at least one month notice prior to the expiry of the then current term, the Contract will terminate at the expiry of the then current term, otherwise the Contract will terminate at the expiry of the following term.

Notice to cancel must be provided in writing to DFC at the address set out below, or by e-mail to

info@debitfinance.co.uk. Copies must also be provided to Goddard Veterinary Group at enquiries@proactivepets.co.uk

COMPLAINTS

-If you would like to make a complaint regarding the service you have received from DFC, this should be in writing to the address set out below or by e-mail to info@debitfinance.co.uk

You may also request a copy of our complaints handling policy.