



## VIP Care Programmes Terms and Conditions

### 1. Introduction

1.1. These Terms and Conditions cover the VIPCare & VIPCarePlus Wellness programmes for pets offered by Franklin Vets-operated clinics (excluding Veterinary Referral Services).

1.2. VIPCare programmes are **not insurance** and are **not a substitute** for pet insurance.

1.3. Programme benefits are only available at clinics operated by Franklin Vets (excluding Veterinary Referral Services)

1.4. Precedence: Where a programme-specific term in the Schedules conflicts with a general term in Section 2-9, the programme-specific term prevails for that programme.

### 2. Eligibility & Membership Term

2.1. Memberships are for **12 months** and **auto-renew** for consecutive **12-month** periods unless cancelled in accordance with Section 5 (Cancellations). Annual plans are renewed by client confirmation. Your clinic will contact you with the option to renew at least 14 days before your renewal date. Annual plans may be set to auto-renew on client request.

2.2. Pets may be enrolled once **fully vaccinated at 16 weeks**. Initial puppy/kitten vaccination courses are excluded.

2.3. A separate membership is required **per pet**.

2.4. Members must keep **contact details** up to date (email and phone). Providers are not liable for delays caused by outdated details.

2.5. Providers will send **renewal reminders** at least 30 days before the end of the **12-month** term (where applicable).

### 3. Membership Benefits (Overview)

3.1. Not all veterinary services are covered. It is the Member's responsibility to confirm inclusions with the participating clinic **before joining**.

3.2. Programme benefits, inclusions, pricing, and effective dates are listed in the **Schedules**:

**Schedule A:** VIPCare- Dog

**Schedule B:** VIPCarePlus- Dog

**Schedule C:** VIPCare- Cat

**Schedule D:** VIPCarePlus- Cat

### 4. Fees & Payment

4.1. Fees are as specified for each programme and plan (see Schedules).



4.2. Monthly and annual fees as listed in Schedules; an **initial joining fee** applies (this covers a standard consultation or vaccination consultation per household).

#### 4.2.1. Monthly Subscriptions

Monthly subscriptions are paid by automatic credit/debit card. Your first month is payable when you sign up, and then

payments are taken monthly following this. If we change the monthly fee, we will give you at least one month's notice

(usually by email). If a payment fails, we will contact you, and your programme benefits may be suspended until payment is received. If payment is not made by your payment date, the following month, your membership will be

cancelled in line with Section 7. If you cancel within the first 2 months, Section 5.2 will apply.

#### 4.2.2. Annual Subscriptions

Fees may be reviewed annually for those with annual subscriptions; changes take effect at the next membership anniversary (notification by email).

4.3. Members remain liable to pay for any **other products or services** under standard clinic payment terms (whether discounted or

not by the programmes).

4.4. **Discounts cannot be stacked:** Programme discounts and any other discounts, promotions, or offers cannot be combined unless we state otherwise. If more than one discount applies to the same eligible item or service, only one discount will apply (generally, the greater discount).

4.5. **Payments** are made by credit/debit card only. Franklin Vets may change payment method at any time with 30 days' notice.

### 5. Cancellations, Renewal & Termination

5.1. Non-renewal: Email the participating clinic at least 30 days before the end of the 12 months to stop auto-renewal.

5.2. Cancellation during term:

5.2.1. There are **no refunds** for unused benefits.

5.2.2. If your pet passes away, you may cancel the membership immediately **without any additional charge**.

5.2.3. If you cancel for any other reason before the 12-month term ends, we will calculate whether a **reconciliation payment** is required.



A reconciliation payment ensures the programme remains fair if you have received more value than you have paid for.

You will be charged the **lower of:**

(a) The difference between the savings from discounts received under the programme, and the membership fees you have paid up to the cancellation date; **or**

(b) The remaining membership fees for the rest of the 12-month term.

5.2.4. Cancellation takes effect on written email notice **once** any reconciliation amount is received. If not received, cancellation does **not** occur, and scheduled payments continue.

5.2.5. If the Member breaches the terms and fails to remedy within a reasonable timeframe after notice, Franklin Vets may **terminate** membership and charge a **termination fee** calculated as above.

5.2.6. Renewal reminders will be sent to the registered email for annual subscriptions. If you do not opt out in time, membership **automatically renews** for another 12 months. Monthly subscriptions will continue until the Member opts out or cancels in accordance with Section 5.

## **6. Availability, Force Majeure & Provider Liability**

6.1. Providers are not liable for any loss, cost, damage, or delay arising from events beyond their **reasonable control** (e.g. pandemics like COVID-19) or third-party provider failures. During such events, services/benefits may be **suspended**, or the programme may be **discontinued** on notice.

6.2. Providers do not warrant that services or benefits will be available at any time or on an ongoing basis.

6.3. **If Franklin Vets** discontinues the programme, it will provide a **reconciliation payment** calculated reasonably (e.g. where savings are less than fees paid, or for any unused paid period pro-rated).

6.4. Any limitations, rights, and benefits in favour of the provider extend to participating clinics, who may enforce these terms directly.

## **7. Debt Collection**

7.1. On payment default, you will be notified by SMS or email. Your programme benefits may be suspended until payment is made. If

payment is not made by the following payment due date (for monthly payments) or within 30 days (for annual payments), our VIPCare or VIPCarePlus membership will be cancelled and Section 5.2. will apply.

If you owe any money to Franklin Vets, you permit the provider or its representatives to contact debt collection or credit reporting agencies. An administration fee may be applied, and all



associated costs- including agency fees and legal expenses on a solicitor-client basis- will be recovered.

## 8. Privacy

8.1. **VIPCare & VIPCarePlus:** Franklin Vets collects, stores, uses and discloses personal information per the **Franklin Vets Privacy**

**Policy** on its website (as updated from time to time).

8.2. Members are responsible for ensuring their contact details are **accurate and current**.

## 9. General

9.1. These Terms and Conditions are governed by New Zealand law. The New Zealand courts have non-exclusive jurisdiction.

9.2. If any provision is invalid or unenforceable, the remaining provisions continue in force.

9.3. A delay or failure to enforce a right is not a waiver of that right.

9.4. Providers may change their terms; continued use of benefits after changes constitutes **acceptance** (subject to cancellation rights).

9.5. **Your consumer rights:** Nothing in these terms limits any rights or remedies you may have under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986 (where they apply).

9.6. **Appointments and clinical judgement:** Programme services and discounts are subject to appointment availability at the clinic.

Your vet may recommend additional diagnostics or treatments if that is clinically appropriate for your pet; items outside the programme inclusions (or the exclusions listed in the Schedules) are charged separately.

9.7. **Changes to fees or programme benefits:** We may update fees or programme benefits from time to time. If we make a material change that reduces your benefits or increases your fees during the current term, we will notify you in advance (usually by email), and you may cancel the membership, effective as of the change date, without paying a reconciliation payment for the period after that change date.

9.8. **Changes to terms & conditions:** These terms and conditions are subject to change without notice. The most current version will be available on the Franklin Vets website.

9.9. **Questions, complaints and disputes:** If you have a concern about the programme, please get in touch with the clinic first so we can try to resolve it quickly. If we cannot resolve the issue, both sides agree to act in good faith and consider using the simple dispute resolution process (for example, discussion and then mediation) before starting any formal dispute process (unless urgent).

## 10. Contact

10.1. **VIPCare (Franklin Vets):** Phone 09 238 1439 or email [accounts@fvs.co.nz](mailto:accounts@fvs.co.nz)

### Schedule A- VIPCare (Dog)



Price: Monthly \$24.90 | Annual \$283 | Effective: 16 July 2025

**Inclusions:**

- Unlimited visits & revisits
- Nurse consults & injections (medications not included)
- Post-op bandage changes
- Vaccinations: 3-yearly Vanguard Plus 5 + annual Lepto + Kennel Cough
- 4 nail trims per year, Mon-Fri
- 10% off in-house blood & urine testing

**Conditions:**

- Excludes medications, prescriptions, procedures, consumables, and retail items
- Excludes vaccines: Rabies, Chlamydia, FeLV, FIV
- No multi-pet discounts
- Benefits available Mon-Sat (not Sundays/Public Holidays). If your local clinic isn't open on Saturdays, you may book
- at an open Franklin Vets clinic (Papakura, Pukekohe, Waiuku, Beachlands, or Hamilton)
- Nail trims Mon-Fri only
- 10% lab discount cannot be stacked with other lab promotions (greater discount applies)
- Initial joining fee: a standard consultation or vaccination consultation per household. Sign-up must be within 6 weeks
- of the initial consult
- Excludes desexing, initial puppy/kitten vaccination courses, and puppy school
- Pets can be enrolled once fully vaccinated at 16 weeks. Initial puppy/kitten vaccination courses are excluded
- Available across all Franklin Vets clinics
- Excludes after-hours and all Veterinary Referral Services fees
- Prices subject to change
- If cancelled partway through a year, a reconciliation payment is required, being the difference between savings received under the programme and membership fees paid to date; or, the remaining membership fees for the year, whichever is lower (see Section 5.2).
- If you are a VIP client and you use our Coromandel clinic, a \$30 surcharge applies.

**Schedule B- VIPCarePlus (Dog)**

Price: Monthly \$39.50 | Annual \$450 | Effective: 16 July 2025

**Inclusions:**

- Unlimited visits & revisits
- Nurse consults & injections (medications not included)



- Post-op bandage changes
- Vaccinations: 3-yearly Vanguard Plus 5 + annual Lepto + Kennel Cough
- Unlimited trims, Mon-Fri
- 15% off in-house blood & urine testing
- 10% off professional fees (includes surgery, X-rays, physio, ultrasonography)
- 20% off dental procedures
- 10% off flea & worm treatments

**Conditions:**

- Excludes medications, prescriptions, procedures (except discounts stated above), consumables, and retail items
- (except flea & worm treatments)
- Excludes vaccines: Rabies, Chlamydia, FeLV, FIV
- No multi-pet discounts
- Benefits available Mon-Sat (not Sundays/Public Holidays). If your local clinic isn't open on Saturdays, you may book
- at an open Franklin Vets clinic (Papakura, Pukekohe, Waiuku, Beachlands, or Hamilton)
- Ultrasonography provided by external providers at Franklin Vets is not included in the discount
- Nail trims Mon-Fri only
- 15% lab discount cannot be stacked with other lab promotions (greater discount applies)
- Initial joining fee: a standard consultation or vaccination consultation per household. Sign-up must be within 6 weeks
- of the initial consult
- Excludes desexing, initial puppy/kitten vaccination courses, and puppy school
- Pets can be enrolled once fully vaccinated at 16 weeks. Initial puppy/kitten vaccination courses are excluded
- Available across all Franklin Vets clinics
- Excludes after-hours and all Veterinary Referral Services fees
- Prices subject to change
- If cancelled partway through a year, a reconciliation payment is required, being the difference between savings received under the programme and membership fees paid to date; or, the remaining membership fees for the year, whichever is lower (see Section 5.2).
- If you are a VIP client and you use our Coromandel clinic, a \$30 surcharge applies.

**Schedule C- VIPCare (Cat)**

Price: Monthly \$22.00 | Annual \$250 | Effective: 16 July 2025

**Inclusions:**

- Unlimited visits & revisits



- Nurse consults & injections (medications not included)
- Post-op bandage changes
- Vaccinations: 3-yearly Felocell (or yearly if required)
- 4 nail trims per year, Mon-Fri
- 10% off in-house blood & urine testing.

#### **Conditions:**

- Excludes medications, prescriptions, procedures, consumables, and retail items
- Excludes vaccines: Rabies, Chlamydia, FeLV, FIV
- No multi-pet discounts
- Benefits available Mon-Sat (not Sundays/Public Holidays). If your local clinic isn't open on Saturdays, you may book
- at an open Franklin Vets clinic (Papakura, Pukekohe, Waiuku, Beachlands, or Hamilton)
- Nail trims Mon-Fri only
- 10% lab discount cannot be stacked with other lab promotions (greater discount applies)
- Initial joining fee: a standard consultation or vaccination consultation per household. Sign-up must be within 6 weeks
- of the initial consult
- Excludes desexing, initial puppy/kitten vaccination courses, and puppy school
- Pets can be enrolled once fully vaccinated at 16 weeks. Initial puppy/kitten vaccination courses are excluded
- Available across all Franklin Vets clinics
- Excludes afterhours and all Veterinary Referral Services fees
- Prices subject to change
- If cancelled partway through a year, a reconciliation payment is required, being the difference between savings received under the programme and membership fees paid to date; or, the remaining membership fees for the year, whichever is lower (see Section 5.2).
- If you are a VIP client and you use our Coromandel clinic, a \$30 surcharge applies.

#### **Schedule D- VIPCarePlus (Cat)**

Price: Monthly \$30.00 | Annual \$342 | Effective: 16 July 2025

#### **Inclusions:**

- Unlimited visits & revisits
- Nurse consults & injections (medications not included)
- Post-op bandage changes
- Vaccinations: 3-yearly Felocell (or yearly if required)
- Unlimited trims, Mon-Fri
- 15% off in-house blood & urine testing
- 10% off professional fees (includes surgery, X-rays, physio, ultrasonography)
- 20% off dental procedures



- 10% off flea & worm treatments
- 2 free cattery nights at Pukekohe or Hamilton in-house catteries (off-peak only)

**Conditions:**

- Excludes medications, prescriptions, procedures (except discounts stated above), consumables, and retail items (except flea & worm treatments)
- Excludes vaccines: Rabies, Chlamydia, FeLV, FIV
- No multi-pet discounts
- Benefits available Mon-Sat (not Sundays/Public Holidays). If your local clinic isn't open on Saturdays, you may book
- at an open Franklin Vets clinic (Papakura, Pukekohe, Waiuku, Beachlands, or Hamilton)
- Ultrasonography provided by external providers at Franklin Vets is not included in the discount
- Nail trims Mon-Fri only
- 15% lab discount cannot be stacked with other lab promotions (greater discount applies)
- Initial joining fee: a standard consultation or vaccination consultation per household. Sign-up must be within 6 weeks of the initial consult
- Excludes desexing, initial puppy/kitten vaccination courses, and puppy school
- Pets can be enrolled once fully vaccinated at 16 weeks. Initial puppy/kitten vaccination courses are excluded
- Available across all Franklin Vets clinics
- Excludes afterhours and all Veterinary Referral Services fees
- Prices subject to change
- If cancelled partway through a year, a reconciliation payment is required, being the difference between savings received under the programme and membership fees paid to date; or, the remaining membership fees for the year, whichever is lower (see Section 5.2).
- If you are a VIP client and you use our Coromandel clinic, a \$30 surcharge applies.