

The Daycare Vet – Terms and Conditions

Last updated September 2023.

We are The Daycare Vet Ltd, a company registered in Scotland under company number SC770222 with its registered office at 464/2 Lanark Road, Juniper Green, Scotland, EH14 5BQ (“we”, “us” or “our”), and these terms and conditions (“terms”) explain the terms under which you use our website at <https://www.thedaycarevet.co.uk/> (“Website”), subscribe to our health plan membership (“Membership”), or use Collar app (“App”). Together, for ease of reference, we refer to these as our “Services”.

When you use our Services, you’re deemed to have accepted these terms in their entirety and you agree to comply with them. If you don’t accept them, you must not use our Services. We may amend these terms from time to time, and so you should check the ‘last updated’ date each time you use our Services.

HEALTH PLAN MEMBERSHIP

About our Health Plan: Our Standard and VIP Memberships cover preventative health care for your dog. We will visit your dog at their dog daycare centre on a regular basis depending on health plan selected.

Please note that our Membership is only available for dogs and no other animal.

Downloading the App: To sign up to our Membership, you need an iOS or Android device to download the App. Your use of the App may be subject to the rules of the app store where you downloaded the App from, i.e. the Apple App Store or Google Play, and so you should read their terms and conditions and privacy notices before downloading the App.

Creating an account: You must be at least 18 years old to use and create an account on the App and have legal capacity to enter into a legally binding contract with us. You have permission for temporary use of the App, but we can withdraw or change our service at any time without telling you and without being legally responsible to you.

We will need various pieces of information about you and your dog. This includes, but isn’t limited to:

- Your full name
- Your home address
- Your email address and phone number
- Your dog’s details and their medical history
- Your primary vet details*
- Your payment details.

*** Please note that we are not currently able to provide our Membership to those that are currently registered or have in the last 12 months been registered with Thistle Vets in Edinburgh. We are sorry for any inconvenience that may be caused by this.**

Privacy of your account: You must keep all security information confidential. We have the right to disable your security information if we believe you have failed to maintain confidentiality. Do not allow others to use the App with your login details. The App is licensed only to you, and you cannot sell or transfer it. You must comply with the law and these terms when using the App. Failure to do so may result in suspension or termination of your usage.

Levels of Membership: We offer two levels of Membership.

- 1. Standard Membership** from £20 per month, which includes:
 - In-person health checks every 6 months (twice yearly) from an MRCVS registered vet
 - Vaccinations against distemper, hepatitis, parvovirus, leptospirosis and kennel cough (intranasal), as required.
 - Tailored year-round flea, tick and worm treatments to give at home
 - As standard to include monthly flea and tick treatment and quarterly worming tablet (any additional treatments may be charged)
 - Nail clipping and anal gland expression at 6-month checks, if required.

- 2. VIP Membership** from £30 per month, which includes:
 - Monthly health check (every 4-5 weeks) from a MRCVS registered vet
 - Vaccinations against distemper, hepatitis, parvovirus, leptospirosis and kennel cough (intranasal), as required.
 - Tailored year-round flea, tick and worm treatments are given at checks
 - To include as standard monthly flea & tick treatment and quarterly worming tablet (any additional treatments may be charged)
 - Annual urine sample
 - Nail clipping, anal gland expression and ear cleaning, as required
 - Discounts on rabies vaccinations and animal health certificates
 - Microchip placement and registration, if required.

- 3. Pay-as-you-go Membership** (free to register)
 - Pay for individual services as detailed on website

We provide the above services as part of your Membership at our premises. Your dog must attend a dog daycare centre in Edinburgh and the Lothians that we have a contract with ("**Eligible Daycare Centres**"). If we do not currently work with an Eligible Daycare Centre, please get in contact with one to before signing up to a Membership.

We arrange visits to the Eligible Daycare Centres on certain days each month. We will notify you via the App when we are visiting the Eligible Daycare Centres and when your dog is due their vaccines or treatments. You can let us know if you have any new health concerns for your dog and we can provide services above as part of your Membership.

Informed consent: We will inform you of the treatments that will be given to your dog prior to our visit. By signing up for our Membership you give permission for staff at the Eligible Daycare Centre to act with your authority for any treatments included in your Membership, such as vaccinations and parasite treatments. Should any additional treatment be recommended, we will contact you to discuss and seek your permission first. Please note that we cannot accept consent from anyone under the age of 18.

Membership Fees: The fees for your Membership are collected by our payment provider via the App on the date that your Membership starts, and thereafter on or about the same date each month until you cancel your Membership . It is your responsibility to keep the payment method updated at all times and if your payment method expires, you must update it. If any payments cannot be taken, we will suspend your Membership and we won't be liable to you for the consequences of such suspension.

Trial Period: If you sign up to a VIP Membership , you are given a 30-day trial period, where you can choose to cancel your VIP Membership via the App within the first 30 days for any reason. You will be refunded your first monthly payment, less the cost of any treatments we have dispensed prior to cancellation, such as any vaccinations or parasite treatments.

Cancelling your Membership: You can cancel your Membership at any time through the App, and your Membership will then end at the end of the following month. Please note that we don't offer refunds where you choose not to use any of the benefits included in your Membership. We may need to charge a cancellation fee where an advance course of parasite treatments or recent vaccinations have been provided (up to a maximum of £150 which equates to six months of standard membership payments)

Membership Restrictions: Please note that your Membership applies to **one dog only**, the details of which are provided on sign-up. You cannot assign, transfer, trade or sell your Membership to anyone else or to any other dog that you may own. In the event that the Membership for your dog is no longer needed, such as due to loss, death or long-term illness, your option is to cancel the Membership. Should you then own another dog thereafter, and you would like them to benefit from the Membership, you will need to sign up to a new Membership for the new dog.

About Us: We are a registered practice with the RCVS (Royal College of Veterinary Surgeons) and our veterinarians are MRCVS registered. We hold professional indemnity insurance with the VDS (Veterinary Defence Society) with cover of up to £2 million.

Disclaimers: The veterinary advice provided through the App under a VIP Membership is available Monday to Friday between the hours of 10am to 3pm (GMT) and we endeavour to respond within 72 working hours, although we are not liable to you for any delays in our responses.

We provide general information and guidance through the App, however, this should not be considered as a substitute for professional veterinary care. We cannot diagnose or provide specific treatment recommendations solely based on information provided through the App. Any advice that we provide to you is for your benefit only and will be given in the context of the veterinary question raised. You should not rely on it in any other context, nor can any other person rely on any advice we give to you.

We may need to see your dog in person before being able to provide an accurate diagnosis and treatment options.

It is important to note that the availability of veterinary advice through the App may be subject to certain limitations, including but not limited to the nature of the veterinary issue, the need for in-person examination, and our availability.

In the event of an emergency or where veterinary advice is required outside of our availability hours, you must contact your primary vet in the first instance. In the event of an emergency, if you cannot reach your primary vet you can contact our associated vets, [Westport Vets](#), during daytime hours or [Vets Now Edinburgh](#) out-of-hours, or your closest emergency practice as soon as possible. We can accept no liability to you for any loss suffered from a delay in our response to your request for advice.

The Membership is NOT an insurance policy, and our Membership will not be covered by insurance as it is preventative health care. We recommend you have your pet adequately insured for emergencies.

Membership – Limitation of Liability: We won't be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between you and us.

Except to the extent expressly set out in this section, the terms implied by Sections 13 to 15 of the Sale of Goods Act 1979 and by Sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

Nothing in these terms seeks to limit or exclude our liability for: (i) death or personal injury caused by our negligence (including that of our employees, agents or subcontractors); (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; (iv) defective products under the Consumer Protection Act 1987; or (v) any other matter in respect of which liability cannot be excluded or restricted by law.

Our total liability to you for all other losses arising out of or in connection with the contract for sale between you and us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to directly foreseeable loss.

Treatment information: The vast majority of animals vaccinated show no or very mild, transient side effects, especially if your dog has been treated previously with the same, or similar, medication previously. We take care to thoroughly check your pet's medical history, perform a comprehensive clinical examination at every check, and ensure there are no reasons that treatment would not be recommended and adjust our plan accordingly. If you have any concerns, we are happy to discuss further with you. If you do notice anything unusual or are worried about your pet after vaccination, get in touch with your primary vet or, if not available, our emergency service (Westport Vets or Vets Now Edinburgh out-of-hours). The below information is extracted and compiled from [NOAH Compendium](#) data sheets of common medications used.

If side effects do occur, the most common side effect is swelling at the site of injection, which may be firm and painful. Depending on the vaccine this should gradually reduce in size and resolve over a few days to weeks. If it's getting larger or not resolving, contact your vet.

The kennel cough vaccine given orally or intranasally (up their nose) can cause mild discharge from the eyes and nose from the day after their vaccine. They can sometimes also show wheezing, sneezing or coughing, especially in very young puppies. These signs generally clear up by themselves, but if they persist or are more severe your dog may need antibiotic treatment. Immunocompromised people should avoid any contact with vaccinated dogs for up to six weeks after vaccination.

In *very rare* cases dogs may have an allergic reaction to their vaccination. Signs may include lethargy, facial swelling, itchiness, vomiting or diarrhoea which may occur shortly after vaccination. Such reactions may evolve into a more severe condition (anaphylaxis), which may be life-threatening with additional signs like breathing difficulties or collapse. In *very rare* cases, dogs can show signs of immune-mediated conditions (immune-mediated haemolytic anaemia, thrombocytopenia or polyarthritis). If such reactions occur, seek immediate veterinary attention from your primary vet, our emergency services or your nearest emergency vet.

Parasite treatments, like Simparica, are also extremely well tolerated and are very effective. *Very rarely* mild and transient gastrointestinal signs such as vomiting and diarrhoea may occur, and systemic disorders such as lethargy and reduced appetite. Neurological signs such as tremors, wobbliness, or convulsions may occur in *very rare* cases. In most cases these signs are transient.

WEBSITE AND APP

Use of our Website and the App: Our Website and the App are provided free of charge, but we cannot guarantee their continuous availability. We may suspend or restrict access to the website for business reasons, and we will aim to give you notice of any such changes. It is your responsibility to ensure that anyone using our website through your internet connection complies with our terms.

Privacy of accounts: If you are given a user identification code, password, or any other security information, you must keep it confidential and not share it with others. We may disable your access if we believe you have violated our terms.

Reliance: The content on our Website and App is for general information only and should not be relied upon as advice. Seek professional or specialist advice before taking any action based on the information provided. While we make efforts to keep the content up to date, we do not guarantee its accuracy or completeness.

Compute misuse: When using our Website and App, you're not allowed to text or data mine, or web scrape. This means you shouldn't use any automated tools or programs to access or copy any part of our Website or App, or any data, content, information, or services accessed through our Website or App. Additionally, please don't use our Website or App in any illegal or malicious manner or attempt to collect any information or data from our systems. We reserve the right to take action against any such activity.

Links to or from our website: Links to third-party websites are provided for informational purposes only, and we do not endorse or control the content on those websites. You may link to our Website home page as long as it is done in a fair and legal manner. You must not create a link that suggests association or endorsement where none exists. We reserve the right to withdraw linking permission. For other uses of our content, please contact us.

Website and App – Limitation of Liability: We won't be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between you and us.

Except to the extent expressly set out in this section, the terms implied by Sections 13 to 15 of the Sale of Goods Act 1979 and by Sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

Nothing in these terms seeks to limit or exclude our liability for: (i) death or personal injury caused by our negligence (including that of our employees, agents or subcontractors); (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; (iv) defective products under the Consumer Protection Act 1987; or (v) any other matter in respect of which liability cannot be excluded or restricted by law.

Our total liability to you for all other losses arising out of or in connection with your use of our Website and App, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £500.

IMPORTANT LEGAL TERMS

Intellectual Property: We own (or have licensed from others) all intellectual property rights such as copyrights, trademarks, and trade secrets. You're not allowed to use, copy, or reproduce, license, lease, alter, modify, disassemble, reverse engineer, or create a derivative version of our intellectual property without our prior written consent. By using our Services, you don't get any rights or licenses to our Services, or any content we post on it, except for the limited right to use our Services in accordance with these terms. If you have infringed our intellectual property rights, we can take legal action against you.

Force Majeure: Where an event outside our control occurs, this is a "force majeure event" and includes, but isn't limited to, storm, fire, earthquake, an act of God, a natural disaster, a failure of electricity or power supplies, epidemic, pandemic, government rules, regulations or guidance, or a failure of a third-party supplier to do as they're contracted to do. Where a force majeure event occurs, we are excused from performance under these terms, and we won't be liable to you for our failure to perform. We will use our reasonable efforts to continue our obligations under these terms as soon as we are able to after the force majeure event has stopped.

Indemnification: When using our Services, you agree to protect, indemnify and hold us harmless from any liabilities and expenses, such as claims, damages, legal fees, and costs. This includes anything related to the use of our Website or App, except if it results from a breach of our terms or our own misconduct. By using our Services, you release us from any legal actions or claims that may arise from your use of our Services.

Data Protection: We comply with applicable data protection legislation, including the retained EU law version of the General Data Protection Regulations (2016/679) and the Data Protection Act 2018. We will only use your personal information as set out in our privacy and cookie policy, available at <https://www.thedaycarevet.co.uk/privacy-policy>.

Changes to these terms. We reserve the right to change and amend these terms from time to time. You should check back regularly to ensure you are reading the most up to date version of these terms, as the same will apply to your use of our Services at all times.

No waiver. No failure or delay by us in exercising any of our rights under these terms shall be deemed to be a waiver of that right, and no waiver by us of a breach of any provision of these terms shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

Severance. In the event that one or more of the provisions of these terms is or are found to be unlawful, invalid, or otherwise unenforceable, that or those provision(s) shall be deemed severed from the remainder of these terms. The remainder of these terms shall be valid and enforceable.

Entire agreement. These terms and any other document specifically referred to herein contains the entire agreement between us and you with respect to its subject matter and formation. These terms supersede and extinguish any and all previous agreements, representations, warranties, promises, assurances, and understandings between us and you relating to its subject matter and formation.

Third party rights. Unless it expressly states otherwise, these terms do not give rise to any rights under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce any term of these terms.

Applicable Law. These terms and any non-contractual obligations arising hereunder, shall be governed by, and interpreted according to Scots law and all disputes arising under these terms (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the Scottish courts.

Contacting us. If you need to contact us for any reason, please email us at cari@thedaycarevet.co.uk.