

VetPost Home Delivery Services: Subscription Terms and Conditions for Consumers

These are the Subscription Terms and Conditions for Consumers for the VetPost Home Delivery Services, operated by Indigo Lighthouse Solutions (Europe) Limited ("IL"). By checking the appropriate box on the Portal and by using the Services, the Consumer agrees to these Subscription Terms and Conditions, as amended by IL from time to time ("this Agreement").

1. THE SERVICES

1.1 IL will provide the Services and will:

1.1.1 Use reasonable endeavours to dispatch Pet Medicine from the Warehouse by post or courier to the Delivery Address at the same time in each period as specified in the relevant Prescription Details.

1.1.2 End dispatches of Pet Medicine to a Consumer in respect of a particular Pet at the end of the dosage period set out in the relevant Prescription for that Pet, until such time as a further valid Prescription has been submitted via the Portal by the Prescribing Vet authorising a new subscription.

1.1.3 Have no obligation to perform any aspect of the Services where such performance is rendered impossible, or significantly more difficult or expensive, as a result of the failure by the Consumer to perform its obligations under Clause 2 or the Vet Practice to perform its obligations referred to in Clause 3.

1.1.4 Liaise with the Vet Practice as IL considers appropriate in the event of any changes to the Prescription or erroneous Prescriptions being notified to IL by the Vet Practice

1.2 Nothing in this Agreement shall oblige IL to deliver Pet Medicine in respect of an individual Consumer/Pet: -

1.2.1 Until such time as the Vet Practice or Consumer has provided to IL all relevant Consumer and Pet details, the Prescription Details and the Consumer has confirmed via the Portal that he has read and agreed these Subscription Terms and Conditions (including the Data Protection Consent), the Privacy Policy and the Terms of Use; or

1.2.2 In the event that (i) an individual Consumer cancels his/her Subscription, during the Cooling-off Period or otherwise; or (ii) an individual Consumer cancels his/her Subscription Payment; or (iii) IL (or its agent or subcontractor, including any IL Group Company) does not receive payment pursuant to the relevant Consumer's Subscription Payment; or (iv) IL (or its agent or subcontractor, including any IL Group Company) does not receive any other form of payment due from an individual

Consumer; or (v) the Vet Practice (including any or all associated Prescribing Vets and other employees or contractors within the Vet Practice) is no longer authorised to utilise the Services. For the Consumer not to be charged for any subsequent delivery of Pet Medicine after the occurrence of one of the events specified in this Clause 1.2.2, IL must be aware of the event at least 7 clear Business Days in advance of the due delivery date for the Pet Medicine.

1.3 Where IL is notified of any amendment requiring to be made to the Delivery Address pursuant to Clause 3.1 below, IL shall have no liability for any Pet Medicine sent to a Consumer if such amendment is not provided to IL at least 7 clear Business Days prior to the date on which IL is due to dispatch such Pet Medicine.

1.4 In the event of a request from the Supplier to do so, IL shall be entitled to (i) recall Pet Medicine of such Supplier already dispatched; and/or (ii) suspend the future dispatch of such Pet Medicine, without (a) such acts/omissions constituting a breach of the terms of this Agreement; or (b) incurring any financial liability to the Vet Practice or to the Consumer

2. CONSUMER OBLIGATIONS

2.1 The Consumer confirms that he has read and agreed these Subscription Terms and Conditions (including the Data Protection Consent), the Privacy Policy and the Terms of Use and that the Consumer authorises the related subscription to commence.

2.2 The Consumer confirms that the all data relating to the Consumer and the Consumer's Pet provided to IL via the Portal is true and accurate in all respects and that the Vet Practice has validly completed the Consumer Data in the Portal for each Subscription, including the Prescription Details.

2.3 The Consumer agrees that he will notify the Vet Practice of all changes requiring to be made to the Consumer Data, including change of address of the Pet or Consumer (as relevant), as soon as is reasonably practicable.

2.4 The Consumer agrees to report to the Vet Practice each and every Adverse Event and Product Quality Complaint irrespective of their seriousness promptly and in any event within 1 Business Day of awareness, including with each such report all relevant details to enable the Vet Practice to report the issue to IL, including a detailed description of any adverse reaction, details of the complaint where applicable and full details of the Pet Medicine concerned.

2.5 The Consumer agrees to report to the Vet Practice if the Pet Medicine has arrived damaged, or is incorrect and does not match the Prescription for the Pet, or has not been delivered at all or in a timeframe required to meet the Prescription. The

Consumer acknowledges that in those circumstances the Vet Practice shall provide to the Consumer the appropriate dosage of relevant Pet Medicine.

3. VET PRACTICE OBLIGATIONS

3.1 The Consumer acknowledges that by accepting this Agreement, the Consumer authorises the Vet Practice i. to complete and provide all Consumer Data on the Consumer's behalf in the Portal for each Subscription, including the Prescription Details and Consumer and Pet details, Delivery Address and Subscription Payment details; ii to notify IL of all changes requiring to be made to the Consumer Data, including Consumer and Pet details, Delivery Address, Subscription Payment details or changes to Prescription Details or any other related requirements as soon as is reasonably practicable. If the Subscription Payment details for the Consumer change, the Consumer acknowledges that the Subscription will need to be cancelled and a new Subscription will require to be set up with the new Subscription Payment details. The Consumer agrees to provide these new details to the Vet Practice as soon as is reasonably practicable.

3.2 The Consumer acknowledges that the Vet Practice must notify IL promptly if any of its Vets are struck off or become otherwise unsuitable to issue Prescriptions or if for any reason or any other reason the supply of Pet Medicine for a particular Consumer or for a particular Pet becomes illegal or inappropriate, in which case IL shall not provide the Pet Medicine to the Consumer.

3.3 The Consumer acknowledges that the Vet Practice is responsible for providing the Prescriptions and for providing the Consumer with veterinary medical advice relating to each Pet and that the Vet Practice shall comply with its duty of care in respect of the Consumer and the Consumer's Pet. The Consumer acknowledges that IL is not and will not be responsible for any loss or damage suffered by the Consumer or the Pet directly or indirectly as a result of such medical advice (including any mis-diagnosis or wrong Prescription) given to the Consumer.

4. CONSUMER DATA

4.1 IL will be the data controller of and will use reasonable endeavours to maintain an accurate database of all Consumer Data (the "Database"). IL will also hold the Consumer Data solely for purposes of providing the Services and otherwise in accordance with the Privacy Policy.

4.2 The Database and the Consumer Data comprised within it will be the sole and exclusive property of IL, subject to the rights of the Consumer under the Data Protection Legislation. The Consumer acknowledges that IL shall be entitled to share information on the Consumer (including information not actually provided by the Vet Practice) with the Vet Practice to the extent necessary to facilitate the provision of the Services.

4.3 IL and the Vet Practice shall at all times comply with the Data Protection Legislation.

4.4 IL shall take appropriate technical and organisational security measures to prevent (a) unauthorised or unlawful processing of Consumer Data; and (b) accidental loss, destruction of, or damage to Consumer Data.

4.5 If a party to this Agreement receives a subject access request from a Consumer or other third party then, following a request from the party receiving the subject access request ("the Receiving Party") the other party shall promptly provide the Receiving Party with all such assistance as the Receiving Party may reasonably require in order to enable ("**the Receiving Party**") to timeously comply with the subject access request.

4.6 Without prejudice to Clauses 4.3 and 4.4 IL shall: -

4.6.1 Not actively disclose any Consumer Data other than to i) the Consumer to which it relates; ii) the relevant Vet Practice; iii) those persons envisaged in any Data Protection Consent; or iv) persons engaged in the provision of the Services under this Agreement, including agents, employees, sub-contractors and IL Group Companies; and

4.6.2 Other than to the extent it would cause a breach of the Data Protection Legislation, amend the Consumer Data to reflect any changes intimated by the Consumer or by the Vet Practice on behalf of Consumers in relation to the Consumer Data.

4.7 Nothing in this Agreement will prevent IL providing aggregate anonymised data to a third party for statistical or training purposes only.

5. TERMINATION AND FORCE MAJEURE

5.1 Without prejudice to Clause 1, this Agreement shall continue until terminated either by either party giving three (3) months' prior written notice (such notice referencing this Clause 5.1) that it wishes to terminate this Agreement, with such notice being provided directly by the relevant party or via the Vet Practice.

5.2 In the event of termination under Clause 5.1, this Agreement will continue unaffected until the end of the current subscription for the Consumer. However this Agreement shall terminate immediately:

5.2.1 In the event of the bankruptcy, liquidation or receivership of either party to this Agreement or the appointment of an administrator to IL or IL ceasing to trade; or

5.2.2 If a party to this Agreement is in material breach of this Agreement and (a) other than non-payment of sums due under this Agreement, the breach is capable of remedy and the party in breach has failed to remedy the breach within twenty (20) Business Days of written notice to it specifying the breach and requiring its remedy; or (b) the breach is not capable of remedy.

5.3 Termination of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued to any party as at the date of such termination.

5.4 On termination of this Agreement the provisions of the following Clauses shall survive and shall continue to bind the parties: Clause 4 (Consumer Data), this Clause 5.4, Clause 7 (General) and Clause 8 (Definitions).

5.5 Within thirty (30) Business Days of the termination of this Agreement the Vet Practice shall return to IL all copies of any Confidential Information delivered to the Vet Practice.

5.6 For the purposes of this Agreement the expression "**Force Majeure**" shall mean any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control. No party shall in any circumstances be liable to another for any loss of any kind whatsoever including but not limited to any damages or abatement of sums due hereunder whether directly or indirectly caused to or incurred by another party by reason of any failure or delay in the performance of its obligations hereunder which is due to "**Force Majeure**". Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of such Force Majeure event.

6. TITLE AND PAYMENT

6.1 Title and risk in the Pet Medicine shall pass to the Consumer immediately upon delivery to the agreed Delivery Address. It is the responsibility of the Consumer to ensure the security of the Pet Medicine when they are delivered through the letterbox or otherwise delivered to the Consumer's address, including keeping the Pet Medicine inaccessible to any pets or children.

6.2 The Consumer agrees to enter into the Direct Debit Mandate in respect of the cost of the Pet Medicines to be delivered by IL to the Consumer under this Agreement. Any change in the price of the Pet Medicine will be notified to you by the Vet Practice or IL giving you at least 4 weeks' notice before the change takes place.

6.3 If for any reason the Consumer has overpaid IL for the Pet Medicines actually dispatched under this Agreement, then IL shall reimburse the Consumer the relevant

overpayment direct to his bank account as soon as reasonably practicable after becoming aware of such overpayment.

7. GENERAL

7.1 Except as expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to fitness for purpose) in relation to the provision of the Services are hereby excluded to the fullest extent permitted by law.

7.2 In relation to Confidential Information disclosed by one party to this Agreement (the "Discloser") to another party to this Agreement (the "Recipient"), the Recipient shall not disclose any such Confidential Information to any other person, other than persons engaged in the provision of the Services under this Agreement, including agents, employees, sub-contractors and IL Group Companies, and the relevant Vet Practice. The Recipient shall not use any Confidential Information for any purpose other than the performance of its obligations under this Agreement.

7.3 The provisions of Clause 7.2 shall not apply to any information which the Recipient can show by written evidence:

7.3.1 Is or becomes public knowledge other than by breach of the confidentiality provisions of this Clause 7;

7.3.2 Is in the possession of the Recipient without restriction in relation to disclosure before the date of receipt from the Discloser;

7.3.3 Is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

7.3.4 Is independently developed without access to the Confidential Information; or

7.3.5 Is required to be disclosed by law.

7.5 Nothing in this Agreement limits the liability of any party for death or personal injury or any other liability that cannot at law be excluded.

7.6 Subject always to Clause 7.5, the aggregate liability of IL and any IL Group Company under or in relation to the subject matter of this Agreement shall in no event exceed Five Thousand Pounds Sterling (£5,000).

7.7 Other than to the extent explicitly set out in the description of the Services nothing in this Agreement creates any relationship of partnership or agency between IL and/or the Vet Practice and /or the Consumer.

7.8 No party may assign its rights and/or obligations hereunder without the prior written consent of the other parties. Notwithstanding the foregoing IL may subcontract the performance of its obligations under this Agreement whether in whole or in part and whether to a member of the IL Group or otherwise without notice to, and without the need for the consent of, the Vet Practice or the Consumer.

7.9 Any notice required to be given under this Agreement shall be served personally or by first class recorded delivery post addressed to the relevant party at the address set out in this Agreement. Any notice so given shall be deemed to have been duly served if personally delivered, on the day of delivery or if posted, 2 Business Days after posting and in proving posting it shall be sufficient to produce a copy of the notice properly addressed with the relevant post office receipt for despatch by first class recorded delivery. If a notice or communication is given or deemed to have been given on a non-Business Day, it shall be deemed to have been served on the next Business Day.

7.10 This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and replaces and, save in the case of fraudulent misrepresentation, supersedes all prior agreements, arrangements, undertakings or statements regarding such subject matter.

7.11 IL shall be entitled to amend these Subscription Terms and Conditions from time to time at its sole discretion but not in any way to affect the Prescription for the Pet.

7.12 If a provision of this Agreement is held to be illegal, invalid or unenforceable under any enactment or rule of law in any jurisdiction, such provision shall, to that extent, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall not be affected. The parties agree that if any provision is held to be invalid, illegal or unenforceable the parties shall substitute for any such provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid, illegal or unenforceable provision.

7.13 No failure to exercise, and no delay in exercising, any right or remedy in connection with this Agreement shall operate as a waiver of that right or remedy. No single or partial exercise of any right or remedy under this Agreement shall preclude any other or further exercise of that right or remedy or the exercise of any other right or remedy. A waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.

7.14 This Agreement shall be governed by and construed in accordance with the laws of Scotland. To the fullest extent permissible by law, the parties hereby exclude from the terms of this Agreement the United Nations Convention on Contracts for the International Sale of Goods.

7.15 The parties irrevocably agree that the courts of the United Kingdom shall have jurisdiction in relation to any matters arising out of, or in connection with, this Agreement and, for those purposes, submit to the non-exclusive jurisdiction of those courts.

8. DEFINITIONS

8.1 In this Agreement the following words and phrases have the meanings stated:

Adverse Event means any of the following events related to a Pet Medicine: suspected adverse reactions (SARs) in animals, suspected ecotoxicity or environmental problems, suspected human exposure, suspected residue violations, suspected lack of expected efficacy or suspected product quality defects.

Agreement this contract between IL and the Consumer under which IL undertakes to sell and deliver Pet Medicine to the Consumer, as amended from time to time.

Business Day 9am to 5pm on any day (other than a Saturday or Sunday) on which clearing banks are open for the transaction of normal banking business in Scotland

Confidential Information all information having the quality of confidence which relates to any business, work, manufacture or supply carried on or made by or on behalf of IL or the Vet Practice including, without prejudice to the foregoing generality, all trade secrets relating to the business of the relevant party, all information relating to inventions, know-how, packaging and computer software which is confidential to the relevant party (whether or not owned by that party), and all confidential information relating to customers and clients of the relevant party.

Consumer an individual customer of the Vet Practice who has entered into this Agreement and/or provided Consumer Data to IL in connection with this Agreement or a prospective Agreement.

Consumer Agreement a contract between IL and a Consumer under which IL undertakes to sell and deliver Pet Medicine to the Consumer, in the form provided by or on behalf of IL to the Vet Practice and as amended from time to time.

Consumer Data any data relating to a Consumer or a Pet (i) provided by the Vet Practice to IL (or any agent, employee or sub-contractor of it); or (ii) provided by the Consumer to IL (or any agent, employee or sub-contractor of either of it) in the course of performance by IL (or any agent, employee and/or sub-contractor of either of it) of the Services, including names, addresses and Pet Medicine prescriptions.

Consumer Payments payments by a Consumer (i) under the Subscription Payment of a Consumer Agreement; or (ii) by credit card or other payment mechanism.

Cooling-off Period the period of 14 days after agreement of this Agreement in which the Consumer can cancel this Agreement without any further obligation on either party.

Data Protection Consent a consent to the use of Consumer Data from the Consumer..

Direct Debit Mandate the direct debit mandate to be entered into by the Consumer in respect of the Services and provided to the Consumer by the Vet Practice in hard or electronic form.

Delivery Address the address entered into the Portal to which Pet Medicine is to be delivered to the Consumer, or such other address as notified by the Consumer or the Vet Practice to IL from time to time.

Data Protection Legislation the General Data Protection Regulation, Data Protection Act 2018 and the data protection legislation of any jurisdiction that may apply to the provision of the Services as amended, modified, replaced or repealed from time to time.

IL Indigo Lighthouse Solutions (Europe) Limited of 225 Bath St, Glasgow, G2 4GZ

IL Group Company any subsidiary or parent undertaking of IL for the time being, and all other subsidiary undertakings for the time being of any parent undertaking of IL.

Pet the pet (eg dog or cat) of a Consumer.

Pet Medicine pet medicine manufactured by or on behalf of the Supplier, and complying with the Prescription for the Pet of the Consumer to whom that pet medicine is to be delivered; as described and priced on the Portal.

Portal the IL Portal for capturing details of Vet Practices and Prescriptions for the operation of the Services.

Prescribing Vet the veterinarian employed or contracted by the Vet Practice who approves the Prescription on the Portal.

Prescription the prescription for the Pet Medicine for the relevant Pet.

Prescription Details the relevant details for a Prescription as entered on the Portal by a Vet and approved by the Prescribing Vet.

Privacy Policy the privacy policy of IL governing the use of Consumer Data as amended from time to time by IL

Product Quality Complaint means a complaint from a Consumer relating to the physical properties, labelling, potency, malfunction or packaging of a Pet Medicine.

Services the home delivery and related services to be performed by IL for Consumers pursuant to this Agreement.

Subscription Payment a subscription payment from a Consumer in the manner specified in this Agreement or on the Portal.

Supplier any supplier of a Pet Medicine as is notified to the Vet Practice by IL from time to time.

VAT value added tax or any substitute therefor or equivalent thereof.

Terms of Use the terms and conditions of IL governing the use of IL's website in relation to the Services as amended from time to time by IL.

Vet a veterinarian employed or contracted by the Vet Practice.

Vet Practice the veterinarian practice agreeing to these Terms of Use and the individual vets employed by or otherwise working for such practice.

Warehouse the IL warehouse at Unit 1-2 Block L, Westway, Renfrew PA4 8DJ or such other suitable warehouse as is deemed appropriate by IL.

8.2 In this Agreement, unless the context otherwise requires:

8.2.1 Words denoting one gender include all other genders and words denoting the singular include the plural and vice versa;

8.2.2 References to a person include individuals, bodies corporate, unincorporated associations, partnerships, joint ventures and government departments or agencies, and references to any of the same include the others;

8.2.3 The words "**company**", "**body corporate**", "**subsidiary**", "**holding company**", "**subsidiary undertaking**", "**parent undertaking**", "**group undertaking**" and "**group**" have the meanings set out in sections 735, 740, 736 and 736A, 258, 259 and 262 (as appropriate) of the United Kingdom Companies Act 1985 (as amended, modified or repealed from time to time); and

8.2.4 Subject to Clause 7.8, references to the parties include their respective successors and assignees or transferees.

8.3 Other than to the extent expressly indicated by use of the phrases "joint", "jointly", "joint and several" or "jointly and severally" nothing in this Agreement is intended to create joint liability or joint and several liability between the parties.

© 2020 Indigo Lighthouse. All Rights Reserved.