



Thank you for your interest in the Small Animal Wellness **Plan**.

In this document you will find the proposed contractual agreement between you and the Centre for Avian, Reptiles and Exotics together with...

Annexure A - CARE Services

Annexure B - Service Area

Annexure C - Debit Order Instruction

Please also have a look at the information sheet at the very end of the document. This will be completed by a CARE representative.

CALL us: 086 123 2473

EMAIL us: info@birdclinic.co.za

Visit our website: <http://www.vet-care.co.za>



SERVICE AGREEMENT

Entered into by and between

1. THE PARTIES

1.1 CENTRE FOR AVIAN, REPTILES AND EXOTICS. PRACTICE NUMBER:
2009/023077/07

Of: Protea Rd, R44, Klapmuts, 7625
(the "CARE")

And

1.2 Full name: _____

Identity Number: _____

Address _____

Email: _____

Fax: _____

(the "client")

2. DEFINITIONS

2.1 "Parties" shall refer to a combination of the parties as described in paragraph 1.

2.2 The "agreement" refers to the agreement between the parties as set out herein, including all annexures to this agreement, which shall be read with and as an integral part of the main agreement.

2.3 The "animal" / "pet" / "patient" shall refer to the animal of which the client is the owner, and which may be described and identified as follows:

Species:

Name:

Identified by: Microchip Yes / No

Registration number:

Sex:

2.4 "Wellness Plan" shall refer to the plan chosen by the client as identified and described in Annexure A.

2.5 The "service fee" is the annual fee payable by the client as determined in accordance with the provisions of clause 3.3 below.

2.6 "Service area" shall be the area as depicted on the attached map (Annexure B), which includes the following towns – Cape Town and surrounds; Atlantis; Wellington; Paarl; Franschhoek; Gordons Bay; Strand; Somerset West; Stellenbosch; Hout Bay.

2.7 "The commencement date" shall be the first day of the calendar month following the acceptance of the client into a Wellness plan by the CARE unless otherwise stated.

3. TERMS AND CONDITIONS

3.1 The agreement shall commence upon the commencement date and shall continue to exist until such time as the agreement has legally been terminated in accordance with of the provisions hereof.

3.2 The Centre for Avian, Reptiles and Exotics (CARE) hereby agrees and undertakes to provide the services included in the chosen Small Animal Wellness Plan in respect of the client's identified animal, subject to the terms and conditions contained herein.

3.3 Payment

3.3.1 A once-off joining fee will be payable at the commencement of the agreement to cover the microchipping of the animal unless this service is already performed or included in a starter package plan purchased by the client.

3.3.2 The client shall pay the CARE the agreed annual service fee in advance: in one instalment at the commencement of this agreement and thereafter on or before the 1st day of March of every consecutive year;
or
in twelve equal monthly instalments on the first day of each calendar month, the first payment of which shall be due on the commencement date.

3.3.3 The client shall complete and sign a debit order authorization form in favour of the CARE (Annexure C).

3.3.4 Should the client sign the agreement, taking advantage of the offer to avoid paying their consultation fee in lieu of signing a twelve-month small animal wellness plan, and subsequently cancel their plan within six (6) months, the client agrees to pay for the original free consultation in full. In addition, the original consultation will constitute one of the three yearly normal maintenance reviews covered by the plan.

3.3.5 The CARE may in its sole discretion increase the service fees applicable to the various wellness plan packages annually, by giving at least two months' written notice of the escalation in fees to the client. The increased service fees shall be effective from the first day of March each year. Should a client not accept the increased fees, he shall have the right to either switch from one wellness plan to another or to terminate the agreement in accordance with the provisions of paragraph 4 below.

3.4 Client's Obligations

3.4.1 Payment shall be done on due date, free from any deduction or set-off or any bank charges or other levies that may be applicable;

3.4.2 The animal shall at all times be identifiable by an approved microchip device.

3.4.3 The animal shall at all times be on a fully balanced diet, as recommended by the CARE.

3.4.4 All food products and supplements shall consist of products registered as such in South Africa;

3.4.5 The client shall strictly adhere to any and all prescriptions and directions given by the veterinary staff of the CARE, relating to precautionary measures to be implemented, proper maintenance and care of the animal and aftercare in the case of illness or any medical or other treatment received by the patient;

3.4.6 The client shall, unless in the case of a medical emergency, make an advance booking with the CARE for any medical attention and/or maintenance care required for the animal, in which case the staff of the CARE shall attend to the animal within a reasonable time depending on the availability of the veterinary staff and the urgency of the matter.

3.5 General

3.5.1 The wellness plan is only available to clients and patients of the CARE.

3.5.2 The CARE reserves the right, in its sole discretion, to decline a client's application to participate in a Wellness Plan in relation to a specific animal, prior to the commencement date, due to the animal's ill health or any abnormalities identified in the animal or any other reason identified by the CARE.

3.5.3 No fees for services rendered by another veterinary doctor or another veterinary practice, not employed by the CARE, shall be covered by the wellness plan, unless the patient was referred to such alternative doctor or veterinary practice by the CARE.

3.5.4 The ambulance and pick up or delivery services are only available to those clients residing within the specified service area. These services are provided by a third-party contractor and the CARE does not accept any liability for any loss or costs incurred by the client including, but not limited to, damage to property, injury to the animal, delays, service failure or other issues related to this service.

3.5.5 During the first 3 (three) months of the agreement, all medical treatments, hospitalization and operations in terms of the wellness plan will be suspended for all new patients. Clients will be invoiced separately on an ad hoc basis for such services required during the first three months.

3.5.6 If the animal has been a patient of the CARE for at least 6 (six) months prior to entering into this agreement and the identified animal has not been sick during the 6 (six) months immediately prior to the commencement of this agreement, there shall, subject to the provisions of paragraph 3.5.7, be no suspension of services.

3.5.7 If an existing patient of the CARE has been sick or received medical treatment during the 6 (six) months immediately prior to the commencement of this agreement the CARE shall be entitled to suspend medical treatment, hospitalization and operations in terms of the wellness plan for the first 3 (three) months of the agreement or render these services to the client subject to such conditions and/or exclusions as specified in writing to the client.

3.5.8 If the patient has not been on a recommended diet immediately prior to the commencement of this agreement, then medical treatment, hospitalization and operations in terms of the wellness plan shall be suspended during the first month of the agreement, during which time the client shall switch the patient to a fully recommended diet.

3.5.9 The client shall be liable to pay the normal fees charged by the CARE for any service rendered by the CARE, which is not covered by the wellness plan at any point in time, due to the suspension of the service or the service otherwise not being included in the package deal, immediately upon receipt of an invoice.

3.5.10 It is recorded herewith that; Dr Coetzee de Beer will not always be able to attend to each patient personally. The client acknowledges that functions and services may be delegated to and rendered by other veterinary doctors standing in for Dr de Beer from time to time, the veterinary nursing staff of the CARE, and/or other suitably qualified employees of the CARE.

3.5.11 The client may call the 24-hour emergency line for telephonic advice and assistance at any time.

3.5.12 No refund will be paid to the client, should he fail to make use of the maintenance services included in the wellness plan, or if the animal does not fall ill or require any medical attention during a specific year.

3.5.13 Certain services are specifically excluded from all Wellness Plans, including but not limited to, blood and lab-tests, courier costs and the cost of equipment purchased by a client for home treatment of a patient. See Annexure A for a detailed list of exclusions.

3.5.14 The boarding of a patient by the CARE shall at all times be at the client's own risk. The CARE shall not be liable for any damage suffered by the client as a result of theft, injury or death of the animal due to any break-in, accident or any other event, unless such damage, injury or death was caused by the gross negligence of the CARE or any of its employees or agents.

3.5.15 The client may arrange for boarding of their animal at the CARE whilst on holiday or travelling at a rate as agreed between the parties from time to time.

3.5.16 This constitutes the whole agreement between the parties. No warranties have been given apart from that which is specifically stated herein. No cancellation or amendment to this agreement shall be of any force or effect unless reduced to writing and signed by both parties.

3.5.17 The indulgence by the CARE of a breach of contract by the client shall at no time be deemed to be a waiver of the CARE's rights in terms hereof, nor shall it prevent the CARE from exercising its legal rights in terms of the agreement or absolve the client from its obligations under the agreement.

3.6 Special Conditions

3.6.1 If this agreement is signed by the client only, it shall constitute an application to the CARE for acceptance into the specified Wellness Plan, which application shall be considered and in the sole discretion of the CARE be approved outright; or approved subject to such further special conditions as may be determined by the CARE in its sole discretion, taking into account the specific circumstances of the client and any special needs or abnormalities of the patient; or declined.

3.6.2 In the instance of an approval subject to further conditions the CARE shall issue a quotation to the client, specifying all special conditions and adjustments in the standard annual service fees (if applicable) for consideration and acceptance by the client prior to the commencement of this agreement

3.6.3 Should a client fail to accept the quotation of the CARE within 5 (five) working days of such quotation being delivered to the client, then the client's application to participate in the Wellness Plan shall be denied and this agreement shall be null and void without any further notice.

3.7 Notices and Domicillia

3.7.1 The parties each chooses their respective domicillium address for purposes of the service of all legal notices and documents as a result of this agreement at the physical address as specified in paragraph 1 above.

3.7.2 The client hereby consents to receiving notices from the CARE regarding changes in the wellness plan packages or the service fee via email, text message or fax, which notice will be deemed to have been received by the client on the same day that the email or fax was successfully transmitted by the CARE.

3.8 Cooling-off period after Direct Marketing

3.8.1 Should this agreement be the result of direct marketing by the CARE or its agent, then the client shall have the right to rescind the transaction without reason or penalty, by notice to the CARE in writing within 5 (five) days after the conclusion of the agreement.

3.8.2 The CARE shall refund to the client any payment received in terms of this agreement within 15 (fifteen) days after:

- a) receiving notice of the cancellation of the agreement as contemplated in Section 16 of the Consumer Protection Act (68 of 2008); or
- b) all goods that may have been supplied or delivered in terms hereof has been returned to the CARE.

3.8.3 The refund referred to in paragraph 3.7.2 shall be subject to the deduction by the CARE of a reasonable charge in respect of services already rendered in terms of this agreement and/or the use of equipment and/or the consumption of food/supplements as a result of the rescinded agreement.

4. TERMINATION

4.1 The client may at any time switch from one wellness plan package to another, or cancel this agreement by giving at least two calendar months prior written notice of his intention to the CARE.

4.2 The CARE may at any time amend its wellness plan packages or cancel this agreement by giving at least two calendar months prior written notice to the client.

4.3 Upon the termination of the agreement the CARE shall refund to the client any payment received in advance for the remaining months of the year, on a pro rata basis.

5. BREACH

5.1 Should the client fail to make payment on due date or fail to comply with any of its obligations as set out in paragraph 3.4 above, all services in terms of the wellness plan shall be suspended, without notice, until such time as the client has complied in full with all such outstanding obligations.

5.2 Should a party fail to comply with any of the terms or conditions of the agreement and remain in breach after having received a written notice from the affected party to remedy the breach of contract within 10 (ten) working days, the affected party shall have the right to cancel the agreement forthwith and claim damages suffered as a result of the other party's failure to uphold the agreement, or alternatively, claim specific performance of the defaulting party's contractual obligations.

5.3 The defaulting party shall be liable to pay the innocent party's legal costs on a scale of attorney and client.

6. CESSION & TRANSFER

6.1 This agreement is non-transferrable and may not be used by the client for any other animal, other than such as specified in clause 2.3.

6.2 The client shall not cede any of the rights and obligations it holds in terms hereof to a third party without first obtaining the written consent of the CARE, which consent may not be unreasonably withheld.

SIGNED BY THE CLIENT:

Date: _____ Place: _____

SIGNED BY THE CARE IN ACCEPTANCE:

Date: _____ Place: _____

ANNEXURE A – SMALL ANIMAL WELLNESS PLAN

Chosen Plan:

Annual service fee at commencement date: R.....

Total amount payable for the year ending on 28 February 20... : R.....

PLAN OPTIONS	Starter Package Rabbits and Guinea pigs)	Normal Maintenance	Medication & Hospital Treatment	Ambulance
Male	R1575 <input type="checkbox"/>	R104 <input type="checkbox"/>	R 336 <input type="checkbox"/>	R 146 <input type="checkbox"/>
Female	R1943 <input type="checkbox"/>	R104 <input type="checkbox"/>	R 336 <input type="checkbox"/>	R 146 <input type="checkbox"/>

OPTIONS	COMBINATION PACKAGES	
OPTION 1	Normal Maintenance & Hospital R440	<input type="checkbox"/>
OPTION 2	Normal Maintenance, Hospital & Ambulance R586	<input type="checkbox"/>

DESCRIPTION OF SERVICES

1. Treatment / Hospitalization / Operation

Subject to specific exclusions listed in paragraph 7 below, or otherwise specified in writing prior to the commencement of the service agreement, all medical treatment, including the costs of operating on and hospitalization of a patient, by the CARE as deemed necessary in the professional opinion of the veterinary doctor on duty at the CARE at the time, due to the illness or injury of the animal.

No treatment needed and/or further treatment needed as a result of the gross negligence of the client and/or failure by the client to adhere to the prescriptions and directions given by the veterinary staff of the CARE shall be included or covered by the wellness plan.

2. Chronic medication

All chronic medication as prescribed by the CARE to a patient from time to time, subject to any exclusions specified prior to the commencement of the agreement.

3. Normal

Every four months – dental check, ear check, general health and condition review.

The first of the aforementioned normal maintenance procedures will be performed at the commencement of the agreement, and thereafter upon four month intervals. The wellness plan shall include a maximum of three normal maintenance reviews per year.

Any additional normal maintenance reviews performed on an animal upon the request of a client will be charged for additionally and payable by the client.

4. Pick-up & Delivery

If a client is resident within the service area of the CARE, the animal will be collected by the CARE's pick-up & delivery service, three times per year (every four months) for their normal maintenance reviews and will be delivered back to the client afterwards, later during the same day.

Should the client order food through the practice, the delivery of the food and the supplements will be included in the package, at four monthly intervals when the animal is collected or returned from its normal maintenance.

Any additional pick up or delivery services required by a client will be charged separately, including the pick-up and delivery of an ill or injured animal by the CARE's ambulance service or pick-up and delivery for boarding purposes.



5. THE FOLLOWING SERVICES AND COSTS WILL BE EXCLUDED FROM THE WELLNESS PLAN

CLIENTS WILL BE CHARGED SEPARATELY FOR THESE ITEMS

Blood tests (performed in house or externally);

All external lab-tests, blood work and courier costs related to these services;

The cost of equipment required by a client for treatment of a patient by the client at the client's home (such as a personal nebulizer for instance). Such equipment may be bought from the CARE as and when required by a client.

Ambulance Services – the traveling costs to and from a client for purposes of treatment of a patient at the client's home or the collection of a sick animal will be excluded.

Boarding of the patient at the CARE while client is on holiday or traveling.

Geographical area of ambulance and Delivery Service

The delivery of food supplements and pick up / drop off of the patient for normal treatments take place at the same time. Also note that all clients that want to make use of a Small Animal Wellness Plan that includes the Ambulance Service must live in the area covered by the Ambulance Service routes indicated by the green area in the map below.

Ambulance Service Delivery Areas





Bank debit order instruction / credit card authority

CENTRE FOR AVIAN, REPTILES AND EXOTICS

IDENTITY NUMBER _____

BANK DEBIT ORDER INSTRUCTION / CREDIT CARD AUTHORITY

Name (Debtor) : _____

Contact No : _____

Address : _____

Date : _____

Contract No. : _____

Debit Amount : _____

Commencement Date : _____

Abbreviated name as registered with the bank : CARE

Dear Sirs/Madams

The details of my/our account are as follows:

BANK : _____

BRANCH TOWN : _____

BRANCH NO: _____

ACCOUNT NAME: _____

ACCOUNT NO: _____

TYPE OF A/C _____(savings, current, transmission)

CARDHOLDERS NAME: _____



CARD NUMBER: _____

EXPIRY DATE: _____

CVV NUMBER: _____ (three digit number on back of card)

CARD TYPE: _____ (master card, visa)

This signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement"). I / We hereby authorise you to issue and deliver payment instructions to the bank for collection against my / our above mentioned account at my / our above mentioned bank (or any other bank or branch to which I / We may transfer my / our account) on condition that the sum of such payment instructions will never exceed my / our obligations as agreed to in the Agreement, and commencing on the commencement date and continuing until this Authority and Mandate is terminated by me / us by giving you notice in writing of no less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address indicated above.

The individual payment instructions so authorised to be issued must be issued and delivered as follows:

- i. On the _____ day ("payment day") of each and every month commencing on _____. In the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account;
- ii. Monthly; on or after the dates when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not be more or less than the obligation due;

I / We understand that the withdrawals hereby authorised will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. Each transaction will contain a number, which must be included in the said payment instruction and if provided to you should enable you to identify the Agreement. A payment reference is added to this form before the issuing of any payment instruction. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

MANDATE

I / We acknowledge that all payment instructions issued by you shall be treated by my/our above mentioned bank as if the instructions had been issued by me/us personally.



CANCELLATION

I / We agree that although this Authority and Mandate may be cancelled by me / us, such cancellation will not cancel the Agreement. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

ASSIGNMENT

I / We acknowledge that this Authority may be ceded to or assigned to a third party if the agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Signed at _____ on this _____ day of _____
20____

SIGNATURE AS USED FOR SIGNING CHEQUES OR CREDIT CARD VOUCHERS

Assisted by:
FOR OFFICE USE
AGREEMENT REFERENCE NUMBER

This Agreement reference number is:

Information Sheet

(for office use: to be completed by a CARE representative)

Personal Info:

Title: Prof Dr Mr Mrs Miss (circle correct option)

Full Name: _____

Date of birth: _____

ID No.: _____

Address: _____

Surname: _____

Email address: _____

Tel: _____

Cell: _____

Vetport number: _____

Patient info:

Name: _____

Microchip No.:

Species: _____

Sex: _____

Date of birth: _____

Vetport number: _____

Abnormalities (circle correct option):

Eyes: YES / NO
Dental: YES / NO
Ears: YES / NO
Build: YES / NO
Legs: YES / NO
Marks: YES / NO
Defects: YES / NO

If answered YES to any of the above please explain:

.....
.....

List of joining procedures:

Microchip:

Chronic medication (depending on plan)

Additional tests:

Comments

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