



Healthy Pets Plus
By Greencross Vets

Disclosure Notice in accordance with section 47A of the Fair Trading Act 1987 (NSW)

All of the terms and conditions of the Healthy Pets Plus Program are important (and we recommend you read them all), however we would particularly like to draw your attention to the following terms and conditions:

1. **Discretion on accepting or renewing membership** - we reserve the right to accept or reject any new membership applications, or renew existing memberships, in our absolute discretion (clauses 4.1 and 5.5).
2. **Termination payment** – you may be required to make a payment to us if a membership is terminated in certain circumstances, such payment based on the value of benefits you received during the relevant membership period (net of our costs of providing those benefits and subscription fees paid to date) and the remaining subscription fees payable for the relevant membership at the date of termination (clause 8.2).
3. **Personal information** – the collection, use, disclosure and handling of personal information is governed by our privacy policy (available at <https://www.greencrossvets.com.au/privacy-policy/>), together with other terms such as our privacy collection statements provided to you (clause 10).
4. **Limitation of liability** – to the maximum extent permitted by law, we are not liable to you for:
 - delays in issuing you with, or non-issue to you of, any member benefits;
 - our acts, errors, omissions in the course of providing the program;
 - the suspension and/or termination of the program;
 - unused member benefits;
 - any special, indirect, consequential, incidental or punitive damages, including damages for loss of opportunity, profits, revenue or goodwill; or
 - our delay or other failure to comply with the terms and conditions if caused by any event or circumstance beyond our control (clauses 11.1, 11.2 and 14.2).
5. **Non-reliance** - any comments, suggestions or recommendations you receive as part of member benefits may not be suitable for your personal circumstances or those of your companion animal and you must not rely on them in a way which may give rise to any loss or damage (clause 11.3).
6. **Indemnity** - you indemnify us from all losses and liability incurred by you or us arising out of, or in connection with, your breach of clauses 2.4 or 8.2 of the terms and conditions, except to the extent that we directly contributed to the loss (clauses 11.5 and 11.6).
7. **Changes to terms and conditions** – we may change the terms and conditions from time to time. If any change has a detrimental effect on you, you may cancel your membership by written notice (clauses 12.1 and 12.3).
8. **Third party terms and conditions** – where member benefits are provided by an entity not controlled by Greencross, you agree to be bound by the terms and conditions from time to time stipulated by the entity providing those member benefits (clause 12.2).

1. Terms & Conditions

1. Introduction

- 1.1 Greencross operates one of Australia's largest pet care businesses.
- 1.2 We value our Members and this Program is aimed to:
 - 1.2.1 promote the health and preventative wellness of Companion Animals to assist Companion Animals of Members to live longer, happier and healthier lives;
 - 1.2.2 educate Members in relation to the health of their Companion Animals; and
 - 1.2.3 promote and provide cost effective veterinary services and veterinary products, as well as other related services and products, for the benefit of the Companion Animals of Members.
- 1.3 The Program is administered by Greencross and the veterinary services or retail benefits provided to Members will be provided by the Greencross Group unless specified otherwise.

2. Membership

- 2.1 By becoming a Member, you agree to be bound by these T&Cs.
- 2.2 To become a Member, you must:
 - 2.2.1 be an individual over the age of eighteen (18) years of age;
 - 2.2.2 nominate a Companion Animal in respect of the Membership; and
 - 2.2.3 Register for Membership.
- 2.3 Membership is given in respect of a nominated Companion Animal of the Member. If the Member has more than one Companion Animal for which the Member would like to obtain benefits pursuant to the Program, the Member must take out a Membership for each Companion Animal to obtain those benefits for that animal. Any Membership plan taken out is for the benefit of the nominated Companion Animal only.
- 2.4 As a Member, you:
 - 2.4.1 agree to interact with the Greencross Group (including each of its' staff and contractors) in a manner that is respectful and understanding, given the processes and the Member Benefits associated with the Program; and
 - 2.4.2 will not abuse (or attempt to abuse) the Member Benefits, including by seeking to take advantage of Member Benefits in ways that are not for the benefit of the Companion Animal nominated in respect of that Membership.

3. Member Benefits and exclusions

- 3.1 The Member Benefits and exclusions applicable to each Membership plan:
 - 3.1.1 for a feline Companion Animal, are set out in the following link: www.greencrossvets.com.au/healthy-pets-plus/cat-member-benefits/; and
 - 3.1.2 for a canine Companion Animal, are set out in the following link: www.greencrossvets.com.au/healthy-pets-plus/dog-member-benefits/.

4. Admission and rejection of new members

4.1 We reserve the right to accept or reject any new Membership applications in our absolute discretion.

5. Period of Membership

5.1 The period of Membership shall be twelve months from the date of application for Membership or date of renewal of Membership, whichever is applicable.

5.2 We will issue the Member a notice of renewal of the Membership no later than one month before the expiry date of their Membership and will advise the Member as to the subscription fee for the next Membership period.

5.3 Membership will be renewed by us for a further period of twelve months unless the Member gives prior notice pursuant to section 8.1.7 that they do not wish to renew their Membership, or we refuse to renew the Membership under section 5.5.

5.4 Memberships will be upgraded on renewal, based on the age of the Companion Animal and the Member Benefits and applicable subscription fee set out in section 3.1.

5.5 We reserve the right in our absolute discretion to refuse to renew a Member's Membership.

6. Change of Companion Animal or Assignment of Membership

6.1 A Member cannot change the nominated Companion Animal for a Membership during the period of that Membership.

6.2 A Member cannot assign the benefit of Membership to a third party without our prior written consent.

7. Payment of subscriptions

7.1 The initial Membership subscription fee will be payable, at the Member's discretion, either in full (for 12 months) upon application, or in equal monthly instalments in advance, or in equal fortnightly instalments in advance.

7.2 Upon renewal of the Membership, the Membership subscription fee will be payable, at the Member's discretion, either in full (for 12 months) upon renewal, or in equal monthly instalments in advance, or equal fortnightly instalments in advance.

7.3 Subscription fees must be paid by direct debit from the Member's nominated bank account, or by credit card.

7.4 The subscription fee for each type of Membership may be amended by Greencross at any time. In the event that a subscription fee for a Membership changes, the new subscription amount in respect of any Membership will be payable by the Member, from the date of the next renewal of their Membership. Subscription fees will be published on the Greencross Website.

8. Termination of Membership

8.1 A person ceases to be a Member (and that Membership is terminated) if:

8.1.1 the annual subscription fee or an instalment of the subscription fee (as applicable) is more than 6 weeks overdue and:

- (a) an email or other notification has been sent by us to the Member stating that the subscription fee is overdue, and that Membership will be cancelled if the money due is not paid within a specified period not less than one month of the date of the email;
 - (b) the amount stated in the email has not been paid in full within of the period specified in the email or other notification; and
 - (c) we decide to cancel the Membership;
- 8.1.2 we, acting reasonably, determine that a Member has breached or abused, or attempted to breach or abuse, the Program or these T&Cs, whether on one, or more than one, occasion and an email or other notification has been sent by us to the Member notifying the Member of such cancellation due to breach or abuse, or attempted breach or abuse, of the Program or these T&Cs;
- 8.1.3 the Member gives written notice of termination of their Membership due to the sale, bequeathing, gifting or other disposal of ownership of a Companion Animal, or Greencross otherwise becomes aware of the sale, bequeathing, gifting or other disposal of ownership of the Companion Animal;
- 8.1.4 the Member gives written notice of termination of their Membership due to the death of their Companion Animal;
- 8.1.5 the Member gives written notice of termination of their Membership at any time within a period of one month from the date of commencement of the Member's Membership;
- 8.1.6 the Member gives at least one month's written notice of termination of their Membership during the period of Membership, in which case Membership will terminate on expiry of that one month period;
- 8.1.7 the Member has given written notice that the Member does not wish to renew their Membership at the expiry of the current period of Membership, in which case Membership will terminate on expiry of the current period of Membership; or
- 8.1.8 we refuse to renew the Member's Membership at the expiry of the current period of Membership pursuant to section 5.5, in which case Membership will terminate on expiry of the current period of Membership.
- 8.2 If a Member gives written notice of termination of their Membership pursuant to sections 8.1.1, 8.1.2, 8.1.3, 8.1.5 or 8.1.6, Greencross may require the Member to pay Greencross an amount equal to the lesser of:
- 8.2.1 the remaining subscription fees relating to the current Membership period as if the termination did not take place; and
 - 8.2.2 for the relevant Membership period, the Normal Retail Value of the products and services received during the current Membership period, *less* the costs to the Greencross Group of providing those products and services, *less* the total of the instalments paid for the current Membership period up until the date of termination, *less* any Additional Fees.
- 8.3 In the event that a Membership terminates pursuant to section 8.1, and the Member has prepaid for Membership, subject to any adjustment pursuant to section 8.2, and unless Greencross requires the Member to pay an amount under section 8.2, Greencross will refund the Member any instalments paid for their Membership relating to the period after the date of termination.

9. Promotions

- 9.1 From time to time we may run promotions in relation to the Program (**Promotions**).
- 9.2 Promotions and their applicable terms and conditions (**Promotional Terms**) can be found on our Promotions Page and are in addition to these T&Cs.
- 9.3 Promotions cannot be applied retrospectively unless specified in the Promotional Terms.

10. Privacy

- 10.1 The collection, use, disclosure and handling of personal information is governed by the Privacy Policy, together with other terms such as our privacy collection statements provided to you.

11. Limitation on liability

- 11.1 Without limiting any provisions of these T&Cs, you acknowledge and agree that there may be:

- 11.1.1 delay in issuing you with, or non-issue to you of, any Member Benefits;
- 11.1.2 acts, errors, omissions by us in the course of providing the Program; and
- 11.1.3 the suspension and/or termination of the Program,

and to the maximum extent permitted by law, Greencross will not be liable to you in any way for any cause in connection with such matters, including for any unused Member Benefits at the time of termination.

- 11.2 To the maximum extent permitted by law, under no circumstances will either party be responsible to the other party or any third party whether in contract, tort, in equity or under statute for any special, indirect, consequential, incidental or punitive damages, including damages for loss of opportunity, profits, revenue or goodwill.
- 11.3 You agree that any comments, suggestions or recommendations you may receive from us or others as part of Member Benefits may not be suitable, accurate or complete for your personal circumstances or those of your Companion Animal and you must not rely on them in a way which may give rise to any loss or damage. If you intend to rely on anything in connection with the Program, your reliance should be based solely on your own judgement including as to the extent which you should obtain or use any Member Benefits.
- 11.4 Any dispute regarding eligibility to participate in the Program, eligibility for any Member Benefit, or any other dispute which arises in connection with a Member's participation in the Program will be determined by Greencross, taking into account a range of factors including your compliance with these T&Cs.
- 11.5 You agree to indemnify and hold us harmless from and against all losses, expenses, damages and costs or liability incurred or suffered by you or us arising from any claim, demand, suit, action or proceeding by any person against you or us where such loss or liability arose out of, in connection with, or in respect of your breach of clauses 2.4 or 8.2.
- 11.6 Your liability under clause 11.5 is reduced to the extent that we directly contributed to the loss.

12. Changes to these T&Cs

- 12.1 We may amend or update these T&Cs from time to time including to comply with applicable laws, comply with a legitimate contractual obligation or to revise the Program (including Member Benefits) based on legitimate business interests such as ensuring the Program does not run at a loss and provided such amendments will not have a material adverse effect upon you. We will take reasonable steps to bring any material changes to your attention such as by letting you know of material amendments by email or posting a notice on our Websites.
- 12.2 Where Member Benefits are provided by an entity other than Greencross (or an entity it controls), the Member agrees that in respect of those Member Benefits, the Member will be bound by the terms and conditions from time to time stipulated by the entity providing those Member Benefits.
- 12.3 As you are bound by these T&Cs, you should review these T&Cs from time to time. By continuing to participate in the Program after any amendments are made to these T&Cs, you are deemed to agree to, and be bound by, such changes. If any change has a detrimental effect on you, you may cancel your Membership in accordance with section 8.1.6.

13. Representations and warranties

- 13.1 The Member represents and warrants that:
- 13.1.1 the Member has the power and authority to agree to and be bound by these T&Cs and to make binding decisions regarding the Companion Animal nominated for a Membership; and
 - 13.1.2 the Member's entry into and performance of these T&Cs will not violate any applicable law, regulation or agreement to which the Member is bound.

14. General

- 14.1 **Entire agreement:** These T&Cs, together with any additional terms and conditions referred to in these T&Cs, constitute the entire agreement relating to its subject matter and supersede and cancel any prior drafts, versions, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.
- 14.2 **Force majeure:** We will not be in breach of these T&Cs or otherwise liable to you or any other person for any delay or other failure by us to comply with these T&Cs that is caused by or arises from any event or circumstances beyond our control.
- 14.3 **Rights cumulative:** The rights, powers, privileges and remedies provided under any provision of these T&Cs are cumulative and not exclusive of any rights, powers, privileges or remedies provided under any provision of these T&Cs or by applicable law or otherwise.
- 14.4 **Waiver:** No failure to exercise nor any delay in exercising by us of any right, power, privilege or remedy under these T&Cs will impair or operate as a waiver thereof in whole or in part. No single or partial exercise of any right, power privilege or remedy under these T&Cs will prevent any further or other exercise thereof or the exercise of any other right, powers, privilege or remedy.
- 14.5 **Invalidity:** Any clause or provision of these T&Cs held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable. If it is not possible to read down a clause or provision as required by this clause, that clause or provision will be severed from these T&Cs and the remaining clauses or provisions continue in force.

14.6 **Governing law:** These T&Cs are governed by the laws of New South Wales, Australia. You are deemed to submit to the non-exclusive jurisdiction of the courts of New South Wales.

15. Contact us

15.1 If you have any questions about the Program or these T&Cs, please contact us at:

Healthy Pets Plus	
Phone	1800 738 775 You can contact us 9am to 5pm, Monday to Friday AEST
Email	info@healthypetplus.com.au
Postal Address	PO Box 6683, North Ryde, NSW 2113

16. Definitions and interpretation

16.1 In these T&Cs, unless expressed to the contrary:

- 16.1.1 **Additional Fees** means any veterinary fees incurred by and paid for in full a Member in respect of a relevant Companion Animal at a Greencross Group vet that are not included in the Membership;
- 16.1.2 **Companion Animal** means a domesticated feline or canine animal;
- 16.1.3 **Greencross, we us or our** means *Greencross Operations Pty Ltd* (ACN 130 686 743);
- 16.1.4 **Greencross Group** means *Greencross Pty Limited* (ACN 119 778 852) and its related bodies corporate including but not limited to wholly and partly owned subsidiaries;
- 16.1.5 **Member** means a person who has obtained a Membership;
- 16.1.6 **Member Benefits** means the benefits of each Membership plan in connection with the Program from time to time as set out in clause 3.1;
- 16.1.7 **Membership** means your registration for the Program in accordance with these T&Cs;
- 16.1.8 **Normal Retail Value** means the usual retail cost (excluding discounts) to non-Members for the relevant product or service, as set by the Greencross Group clinic or store that provided the product or service as at the date of provision;
- 16.1.9 **Privacy Policy** means the Greencross Group Privacy Policy at <https://www.greencrossvets.com.au/privacy-policy/> or such other url hosted by Greencross that sets out the Greencross Group Privacy Policy from time to time;
- 16.1.10 **Program** means the Healthy Pets Plus Program provided by Greencross pursuant to these T&Cs;
- 16.1.11 **Promotions Page** means <https://www.greencrossvets.com.au/healthy-pets-plus/terms-and-conditions-v2>, or such other url hosted by Greencross that sets out promotions available to Members;

- 16.1.12 **Register** means register via the Website or through a Greencross call centre or by providing details at a Greencross vet;
 - 16.1.13 **T&Cs** means these Terms & Conditions; and
 - 16.1.14 **Website** means <https://www.greencrossvets.com.au/healthy-pets-plus/>.
- 16.2 Unless the context of these T&Cs otherwise requires:
- 16.2.1 headings and sub-headings are for convenience only and do not affect the interpretation of these T&Cs;
 - 16.2.2 singular includes plural and plural includes singular;
 - 16.2.3 words of one gender include all other genders;
 - 16.2.4 any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it;
 - 16.2.5 any document (such as a deed, agreement or other document) is to that document (or, if required by the context, to a part of it) as amended, novated, substituted or supplemented at any time;
 - 16.2.6 writing includes writing in digital form;
 - 16.2.7 'A\$', '\$' 'AUD' or 'dollars' is a reference to Australian dollars;
 - 16.2.8 reference to a person or a party includes a corporation, joint venture, association, government body, firm, partnership or any other entity;
 - 16.2.9 reference to a Party includes that party's personal representatives, successors and permitted assigns;
 - 16.2.10 reference to two or more persons means each of them individually and any two or more of them jointly;
 - 16.2.11 the use of the word "include" or its derivative forms shall not imply any limitation; and
 - 16.2.12 a provision must not be construed against a party only because that party prepared it.