

1. General Terms and Conditions 條款及細則

- (a) These Terms and Conditions contain the terms and conditions that govern the Programme and is an agreement between CityU Veterinary Health Group Company Limited (referred to as “we”, “our” or “us”) and you or the entity you represent (referred to as “you” or “your”).
以下條款及細則包含有關閣下所參與的計劃，以及是城大動物醫療有限公司（下稱「我們」）與閣下或代表閣下人士（下稱「閣下」或「您」）之間的協議。
- (b) By joining the Programme, you agree to these Terms and Conditions.
當閣下參與此計劃（下稱「計劃」），代表您同意以下的條款及細則。
- (c) By accepting these Terms and Conditions, you agree to be bound by these Terms and Conditions for the Term. As such, you should read these Terms and Conditions carefully.
當接受條款及細則，閣下同意受條款及細則約束，因此，閣下應該細閱以下條款及細則。
- (d) Terms which are capitalized in these Terms and Conditions have the same meaning as defined below unless specified otherwise.
除另有指明外，本條款所用的詞彙與下文所界定者具有相同涵義。

2. The Programme 計劃

2.1 Commencement 生效日期

Your Programme commences when you sign the form (“Commencement Date”).

當閣下簽署此計劃相關文件後，閣下所參與的計劃即日開始生效（下稱「生效日期」）。

2.2 The Programme benefits 計劃服務項目

- (a) Your Programme entitles you to receive the benefits as specified in the Programme in respect of your animal during the Term subject to availability of veterinary staff for those services to be provided by veterinary staff:
當閣下參與計劃，閣下的寵物在期間有權使用計劃內列明的服務項目，惟須視乎提供服務項目的獸醫人員可提供服務供應而定。
- (b) Subject to our Fair Use Policy, you may redeem any of the Programme benefits at our clinic, as the case may be, at any time, subject to availability of veterinary staff for those services to be provided by veterinary staff, unless we advise you otherwise in writing.
基於我們公平使用政策，閣下可以在我們中心預約計劃內的服務項目，而在任何時間需視乎提供此服務的獸醫人員可提供服務的供應而定，除非我們以書面形式另行通知閣下。
- (c) The Programme is not transferrable or exchangeable and cannot be taken as cash.
計劃是不可轉讓或兌換，或作為現金使用。
- (d) The Programme is not available to be used in conjunction with any other discount, promotion or Programme offered by us unless we advise you otherwise in writing.
計劃不能聯同我們所提供的其他優惠、推廣或其他計劃同時使用，除非我們以書面形式另行通知閣下。
- (e) We do not guarantee or warrant that any or all of the Programme benefits will be available at all times, and we may vary, change or substitute any of the Programme with effect from the commencement of any further Term in the event that we are unable to provide the Programme benefit or due to unforeseen circumstances.
我們不保證或擔保任何或所有計劃的服務項目任何時候都可供應，當我們無法提供計劃內的服務項目或因為未能預視的情況下，我們在生效日期內或會改變更改、代替任何計劃內的內容。
- (f) We will make every effort to have veterinary staff and veterinary care available during normal consulting hours, but we do not guarantee or warrant that we will be able to supply such services at all times.
我們會盡一切努力務求我們的獸醫人員及獸醫服務在正常的診症時間內供應，但我們並不能保證或擔保全天候可以提供所述的服務。
- (g) It is your responsibility to ensure that you receive all of your Programme benefits. We will endeavour to send you reminders of any unused Programme benefits so that you can get the most out of the Programme before the end of the current Term, but we are not obligated to do so. Any unused Programme benefits at the end of the current Term will be forfeited and cannot be redeemed for cash.
此為閣下的責任以確保能獲得所有計劃內的服務項目。我們會盡力提醒閣下任何未使用的服務項目，令閣下可以在生效日期完結前使用服務項目，惟我們並無義務這樣做。所有在生效日期完結時尚未使用的服務項目將會失效並不能兌換成現金。

2.3 Programme conditions 計劃細則

As a condition of your Programme you must:

作為此計劃的細則，閣下必須：

- (a) link your Programme to only one animal, which may only be link your program to a single animal, specifically the pet condition verified by the CityU VMC’s veterinarians;
計劃只能綁定一隻寵物所使用，而寵物狀況必須經由 CityU VMC 獸醫進行審核。。
- (b) only use the Programme benefits for your animal and not for any other pet or animal. However, you may have multiple Programmes if you own more than one animal.
為閣下同一隻寵物使用計劃的服務項目，而非其他動物，惟閣下若擁有多過一隻寵物，可以同時參加多過一個計劃。
- (c) comply with the Fair Use Policy and these Terms and Conditions in relation to redeeming your Programme benefits.
公平使用政策及此述的條款及細則應用於此計劃的服務項目。
- (d) update your contact details with us when they change so that we can keep in touch;
若聯絡及通訊方法有變，請通知我們以保持聯絡。

3. Fair use policy 公平使用政策

Without prejudice to our other rights and remedies under these Terms and Conditions, where we consider your usage of Programme benefit is unreasonable or adversely affects other users of our goods and services (“unreasonable use”), we may contact you to discuss changing your usage so that it conforms to the Fair Use Policy. If, after we have contacted you, your unreasonable use continues, we may without further notice suspend or terminate your Programme.

在不影響在此條款及細則賦予我們的權利及權力的情況下，當我們衡量閣下使用計劃內的項目是屬不合理，或對其他使用我們的服務的使用者有不良影響（下稱「不合理使用」），我們或會與閣下聯絡及商量更改閣下的使用，以符合公平使用政策。若果當我們與閣下聯絡後，閣下不合理使用的情況持續，我們或者會暫停或終止閣下的

計劃而毋須再通知。

4. Fee, charges and payments 費用、收費及付款

- (a) Full fee in one single payment is required upon joining the Programme. You must pay us the Programme Fee using one of the payment methods we support as specified in the form (Credit card (Visa / Master / Unionpay), Alipay, WeChat pay and cash only). Without prejudice to our other rights and remedies under these Terms and Conditions, if any amount payable under these Terms and Conditions is not paid on or before the due date we reserve the right, at our discretion, to suspend your Programme until we receive all such payments.

當參與此計劃時，閣下需要以一筆過付款形式支付計劃全數費用。閣下亦需要使用我們在表格上所列明的支援付款方式信用咭 (Visa / Master / 銀聯)、支付寶、微信支付以及現金) 支付費用。在不影響在此條款及細則賦予我們的權利及權力的情況下，若在條款及細則下列出的費用未能在限期或之前支付，我們會保留權利，並自行暫停閣下的計劃，直至我們收到所述的款項。

- (b) All amounts payable under these Terms and Conditions will be made without setoff or counterclaim, and without any deduction or withholding. We may set off against any payment due to us of any unpaid debts you owe us.

所有在此條款及細則所列出的需支付全部款項應全數付款，而不接受任何抵消或反訴，也不會接受任何扣減或預扣。我們可能會用閣下所結欠的任何未付債務作為抵消。

5. Term 期限

- (a) Your Programme is for an initial term of 12 months ("Term") commencing on the Commencement Date and expiring 12 months (or the suggested period recommended by the vets under this Programme, whichever is shorter) after the Commencement Date ("End Date").

閣下參與的計劃有效期限為生效日期當天計起 12 個月為期(或由負責這計劃的獸醫推薦的建議期限，以較短者為準)，到期後失效。

- (b) We will attempt to send the notification to you about the end date of your Programme. The Programme will be terminated at the end date of the Programme. Please refer to clause 8 for the details of the expiry or termination of your Programme.

我們會嘗試通知閣下有關於計劃的到期日期。閣下的計劃一旦過了到期日會自動終止。請參考下文第 8 項了解閣下的計劃到期或終止的詳情。

6. Cooling-off Period 冷靜期

- (a) You are entitled to a 7-calendar-day cooling-off period commencing from the date of signing the form to join the Programme. You may cancel the Programme within the cooling-off period by written or phone notice to be served on the reception of the CityU Veterinary Health Group Company Limited. A written cancellation form must be completed and returned to us in-person within the cooling-off period. If you cancel the Programme within the cooling-off period, you shall pay the following amounts: original charges of any service and any related fees based on actual usage before termination.

閣下擁有由簽署參加計劃的表格當天起計以 7 個曆日為期的冷靜期。如閣下欲取消參加計劃，可以在冷靜期內以書面或電話通知城大動物醫療有限公司。閣下須在冷靜期內填妥一份書面的取消表格以及親身交回給我們。如閣下在冷靜期內取消參加計劃，閣下須支付以下費用：在取消計劃前實際使用的服務或相關費用的原價收費。

- (b) During refund, if you make a one-off payment by non-cash means when you join the Programme, we may deduct an administration fee up to 3% of the refunded amount.

如需退款，閣下若之前是使用非現金支付形式付款，我們或會收取退款金額中最多 3%作為行政費用。

7. Transfer of ownership 寵物擁有權轉讓

In case of transfer of ownership, a true copy of authorisation letter shall be signed by the original owner and the new owner with the submission of HKID copies of both owners. After the transfer of ownership, it also means that the original owner agrees to completely transfer the remaining services and the amount of Programme to the new owner.

若果需要轉讓寵物擁有權，原登記主人及新登記主人必須提供具有雙方簽署的授權書正本，以及雙方須提交身分證副本。當完成轉讓權，亦意味著原登記主人同意完全將此計劃所餘下的服務項目及餘額轉予新登記主人。

8. Termination 終止

8.1 Termination by us 由我們終止

- (a) We may immediately suspend, terminate or limit your access to, and use of, all your Programme where it is reasonably necessary to protect our legitimate business interests, without notice to you, including but not limited to where you breach any of these Terms and Conditions or we consider, in our reasonable opinion, that you have used your any of your Programme in a way that does not conform to our Fair Use Policy; you use (or in our reasonable opinion we believe you have used) a Programme benefit for any pet or animal that is not your animal; you have not paid any amount owing under these Terms and Conditions.

如果是有合理需要以保障我們正當商業權益，在毋須通知閣下情況，我們會立即暫停、終止或限制閣下可接觸或使用閣下全部計劃內容，包括但不限於閣下違反此條款及細則；或在我們具合理意見而衡量閣下在使用任何計劃服務項目並不符合我們公平使用政策；或在我們具合理意見下相信閣下所帶來及使用服務項目的寵物並非由閣下擁有；又或閣下未有支付在此列明的所需費用。

- (b) We may also terminate your Programme without giving any reason provided that we give you at least 7 days' notice of termination. If we terminate your Programme without cause, we will refund to you the balance of outstanding services not yet received in the mentioned period.

我們可以毋須提供任何理由情況下，給予閣下提早最少 7 天通知期以終止閣下之計劃。如我們在沒有任何理由下取消閣下的計劃，我們將會將計劃期內未使用的服務項目餘額退款予閣下。

- (c) If your Programme has been suspended, terminated or limited due to you breaching any of these Terms and Conditions, reactivation of your Programme will be at our discretion. If we agree to reactivate your Programme, we will require payment in full of all outstanding amounts due and payable to us in relation to your Programme. For the avoidance of doubt, this also includes any part of the Programme Fee that is payable during the period of suspension, termination or limitation.

如閣下因違反此條款及細則而令閣下的計劃被暫停、終止或限制使用，將會由我們決定會否重啟閣下之計劃。如我們同意重啟閣下的計劃，我們或要求閣下全額支付與閣下計劃相關的所有到期和應付給我們的未付款項。為免生疑問，當中亦包括任何在暫停、終止或限制服務計劃期間內需要支付的相關計劃內容的涉及費用。

- (d) To the extent permitted by law, we will not be liable for any loss or damage suffered or incurred by you or anyone else as a result of our termination of your Programme.
於法律容許的範圍內，我們不會為因我們終止閣下的計劃所引致的任何損失或損害，我們對閣下或該相關人士均毋須就此負上任何法律責任。
- (e) Termination of your Programme does not prejudice any right or claim that we have or may have against you.
終止閣下的計劃並不影響我們向閣下任何追究責任的權利。

8.2 Termination by you 由閣下終止

- (a) In the event where your animal's health is no longer possible or suitable to access ongoing Programme benefits, you may submit a written request with reason together with relevant medical documents to us to cancel your Programme early before the expiry of any Term. The cancellation of your Programme is at our discretion on provision of required evidence. In this case where an early cancellation is accepted by us, we will evaluate the total value of Programme benefits received versus Programme Fee paid to the date of early cancellation. If the total value of Programme Fee paid to date is greater than the total value of Programme benefits received, we may refund the difference to you in good faith.
在任何情況下，若因閣下的寵物的健康為由，而無法或不再適合繼續使用計劃所提供服務，閣下可以在計劃生效日期內，以書面形式連同醫療證明文件通知我們欲取消參加計劃。將由我們根據所提供的資料決定是否接納閣下取消計劃。如我們接受閣下提早取消計劃，我們會評估在提早取消當天前閣下已支付的費用及已使用計劃內容的總額。如當刻已支付的費用大於已使用計劃內容的總額，我們願意退回差額以達至真誠為客戶服務。

9. Consequences of termination 終止之後相應結果

On the expiry or termination of your Programme:

當閣下的計劃一旦終止：

- (a) you will no longer be able to access or obtain any Programme benefits and any Programme benefits that you did not choose to redeem or obtain will be forfeited.
閣下將無法再享用或獲得任何計劃內服務項目或其他相關的項目，而閣下亦會喪失所有未選擇換取或獲得的計劃內的項目。
- (b) you will not be entitled to a refund of any money paid (except as may be agreed in clause 6(a)(b), 8.1 (b) & 8.2(a) under these Terms and Conditions unless we have terminated your Programme without cause or you are otherwise entitled to a refund at law;
在此條款及細則下，閣下將不會獲得任何已支付的費用退款安排（除非是項目 6(a)(b), 8.1 (b) & 8.2(a)內所列明的情況）；除非我們在毫無理由下終止閣下的計劃或其他情況法律規定下需安排退款。
- (c) all amounts owing to us under these Terms and Conditions become due and payable;
須支付所有此條款及細則下已到期及應向我們支付的所有費用款項。
- (d) clauses which by their nature are intended to continue beyond termination or expiry of these Terms and Conditions will continue.
適用的條款細則責任即使在計劃中止或屆滿後將持續不變。

10. Your warranties 閣下的保證

You warrant on the Commencement Date and during each day of the Term that:

在生效日期開始及期間每一天內，閣下保證：

- (a) you are at least 18 years of age.
閣下已年滿 18 歲
- (b) the age of your pet and your pet's birth date is within the eligibility of the Programme and we reserve our right to terminate the Programme should we discover you have breached your warranties and your pet failed to meet the age eligibility of the Programme;
閣下寵物的歲數及出生日期符合計劃內列明的適用年齡，若發現閣下違背閣下的保證及閣下寵物不符合計劃適用年齡，我們將保留是否終止計劃的最終決定權。
- (c) you are the registered owner of your animal; and
閣下是閣下寵物的登記主人，以及
- (d) You have full power and capacity to enter into and perform the obligations under these Terms and Conditions and can do so without the consent of any person.
閣下有充分的權力及能力訂立及履行本條款及細則下的義務，並且毋須經任何人士同意。

11. Liability and indemnities 責任及彌償

- (a) To the maximum extent permitted by law, our liability to you (or any person claiming through or under you) for all loss or damage arising out of or in connection with these Terms and Conditions is limited to the Programme fee we receive from you for the current Term of your Programme.
在法律允許的最大範圍內，我們就因本條款及細則而產生或與之有關的所有損失或損害對閣下（或任何透過閣下索償的人士）所承擔的責任僅限於我們從閣下參與目前有效期限內的計劃中所收到的費用。
- (b) You agree to fully indemnify and hold us (and our officers, directors, agents, subsidiaries, joint ventures and employees) harmless against any expenses, costs, losses (including consequential losses), claims, or damage that we (and our officers, directors, agents, subsidiaries, joint ventures and employees) may suffer or incur as a result of, or in connection with, your use of, access to or conduct in connection with your Programme, including but not limited to any breach by you of these Terms and Conditions or any laws.
閣下同意對我們（包括我們的員工、董事、代理、附屬公司、聯營公司及其僱員）可能因閣下使用、獲取或進行所有有關計劃的活動（包括但不限於閣下違反本條款或任何法律）而蒙受或招致的任何開支、成本、損失（包括間接損失）、申索或損害作出全額彌償並使我們（包括我們的員工、董事、代理、附屬公司、聯營公司及其僱員）免受任何開支、成本、損失（包括間接損失）、申索或損害。
- (c) To the maximum extent permitted by law, in the event that you have a dispute with or claim against us (or our officers, directors, agents, subsidiaries, joint ventures or employees), you agree to fully and forever release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from any claims, demands and damages (actual and consequential), arising out of or in any way connected to such dispute with or claim against us (or our officers, directors, agents, subsidiaries, joint ventures or employees) or the Programme or Programme benefit.
在法律允許的最大範圍內，若閣下與我們（或包括我們的員工、董事、代理、附屬公司、聯營公司及其僱員）有爭議或提出申索，閣下同意完全及永久免除我們（及包括我們的員工、董事、代理、附屬公司、聯營公司及其僱員）因與我們（或包括我們的員工、董事、代理、附屬公司、聯營公司及其僱員）的有關爭議或申索所產生或以任何方式與之有關或計劃或計劃內任何服務內容的任何索償、要求及損害（實際及間接）的責任。
- (d) Nothing in these Terms and Conditions limits any rights or remedy which you may have by application of statute which we cannot contract out of.
本條款及細則概無限制閣下因應用我們無法據此訂立合約的法規而可能擁有的任何權利或補救措施。

- (e) You acknowledge and agree that this clause is intended to survive termination of your Programme.
閣下確認並同意，本條款細則責任在於閣下的計劃終止後繼續生效。

12. Changes to Programme benefits or these terms and conditions

計劃服務內容的變更或本條款及細則的變更

We reserve the right to vary your Programme and these Terms and Conditions in respect of any further Term in any way, including varying, amending, changing, substituting or revoking any of the Programme benefits; varying how you may use the Programme benefits; and imposing restrictions on the use of the goods and services offered as part of the Programme benefits as may reasonably be deemed by us to be necessary or convenient for the orderly administration of the Programme. Our vet may from time to time adjust the application and treatment of the Programme to your pet to suit the biological condition and welfare of the animal. The service is subject to our policies. In the event of any dispute, we reserve the right to make final decisions regarding the provision of services.

我們保留以任何方式更改閣下的計劃及本條款及細則的權利，包括更改、修訂、變更、取代或撤銷任何計劃服務項目及相關內容；改變閣下使用計劃服務項目或內容的方式；我們或可能合理地基於妥善管理的必要性，對計劃部份商品和服務增設限制我們的獸醫可能會不時視乎閣下寵物的生理狀況及其健康，為閣下的寵物調整計劃的服務項目及內容的應用和治療。服務提供受我們政策約束。如有任何爭議或提供服務，我們將保留最終決定權。

13. General 一般事項

- (a) These Terms and Conditions constitute the entire agreement between us and you. It supersedes all prior agreements, understandings and representations whether oral or written.
本條款及細則構成我們與閣下之間的完整協議，並取代所有先前的口頭或書面的協議、認知及聲明。
- (b) You may not assign or in any other way deal with your rights and obligations under these Terms and Conditions without our consent, including if you sell, or give away or otherwise transfer your animal.
未經我們同意，閣下不得轉讓或以任何其他方式處理閣下於本條款及細則的權利及義務，包括如閣下出售、贈送或以其他方式轉讓閣下之寵物。
- (c) If any provision or provisions of these Terms and Conditions is or are deemed to be invalid by a court of competent jurisdiction, the invalidity of that provision or those provisions will not affect the validity of the remaining provisions in these Terms and Conditions, which will remain in full force.
倘本條款及細則的任何條文被有管轄權的法院視為無效，則該條文或該等條文的無效性將不會影響本本條款及細則中其餘條文的有效性，其餘條文將繼續生效。
- (d) Any waiver or election in relation to a provision of or a right or remedy arising under these Terms and Conditions must be in writing and signed by the party granting the waiver.
任何與本條款及細則的條文或權利或補救措施有關的豁免或選擇，必須以書面形式並由豁免的一方簽署。
- (e) A failure or delay in exercise, or partial exercise, of a right, power, authority, discretion or remedy arising from a breach of or default under these Terms and Conditions does not result in a waiver of that right, power, authority, discretion or remedy.
任何未能行使或遲延行使本協議項下任何權利、權力或補救措施，不應被視為對此類權利、權力或補救措施的放棄，任何對此類權利、權力或補救措施的單次或部分行使也不應妨礙對此類權利、權力或補救措施的任何進一步行使或對其它任何權利、權力或補救措施的行使。
- (f) These Terms and Conditions are governed by and construed in accordance with the laws of HKSAR. You submit to the jurisdiction of the courts of HKSAR.
本條款及細則受香港特別行政區法律規管並按其詮釋。閣下服從香港特別行政區法院的司法管轄權。
- (g) Should there be any inconsistency between the English version and the Chinese version, the English version shall always prevail.
如中、英文兩個版本有任何抵觸、歧異或不相符之處，概以英文本為準。