



Avian Wellness Plan

Thank you for your interest in the *Avian Wellness Plan*.

In this document you will find the proposed *contractual agreement* between yourself and Klapmuts Bird Clinic together with...

Annexure A - KBC 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 KBC representative.*



a bird clinic initiative



CALL us: 086 123 2473 (BIRD)
EMAIL us: info@birdclinic.co.za
Visit our website: <http://www.birdclinic.co.za>





SERVICE AGREEMENT

Entered into by and between

1. THE PARTIES

1.1 DR GF DE BEER t/a THE KLAPMUTS BIRD CLINIC

IDENTITY NUMBER: 591023 5072 084

Of: Protea Rd, R44, Klapmuts, 7625

(the "KBC")

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 "bird" / "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 / closed leg band

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; Franschoek; 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 KBC.

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.





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3.2 The KBC hereby agrees and undertakes to provide the services included in the chosen Avian Wellness Plan in respect of the client's identified bird, 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 following costs:

- a) Determining the sex of the bird;
- b) Insertion of a microchip identification device
(if the bird is not identifiable according to the KBC's requirements);
- c) Registration on VETPORT for the first year (optional)

3.3.2 The client shall pay the KBC the agreed annual service fee in advance:

- in one installment 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 favor of the KBC (Annexure C).

3.3.4 The KBC 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 client shall have the option to register on the VETPORT-program, being an integral planning and communications program licensed to the KBC the cost of which registration shall be an additional charge as determined by VETPORT from time to time;

3.4.3 The bird shall at all times be identifiable by way of either a closed leg band, as per the specifications of the KBC for the specific bird species, or an approved microchip device. A list of specified sizes for leg bands is available upon request from the KBC or may be accessed via their website: www.birdclinic.co.za.

3.4.4 The bird shall at all times be on a fully balanced diet, consisting of no seeds of any kind, and which will include the necessary prescribed supplements;

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



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- 3.4.6 The client shall strictly adhere to any and all prescriptions and directions given by the veterinary staff of the KBC, relating to precautionary measures to be implemented, proper maintenance and care of the bird and aftercare in the case of illness or any medical or other treatment received by the patient;
- 3.4.7 The client shall, unless in the case of a medical emergency, make an advance booking with the KBC for any medical attention and/or maintenance care required for the bird, in which case the staff of the KBC shall attend to the bird 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 KBC.
- 3.5.2 The KBC reserves the right, in its sole discretion, to decline a client's application to participate in a Wellness Plan in relation to a specific bird, prior to the commencement date, due to the bird's ill health or any abnormalities identified in the bird or any other reason identified by the KBC.
- 3.5.3 No fees for services rendered by another veterinary doctor or another veterinary practice, not employed by the KBC, shall be covered by the wellness plan, unless the patient was referred to such alternative doctor or veterinary practice by the KBC.
- 3.5.4 The ambulance and pick up or delivery services are only available to those clients residing within the specified service area.
- 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 bird has been a patient of the KBC for at least 6 (six) months prior to entering into this agreement and the identified bird 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 KBC has been sick or **received medical treatment during the 6 (six) months immediately prior** to the commencement of this agreement the KBC 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 balanced (no seed) 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 balanced diet.
- 3.5.9 The client shall be liable to pay the normal fees charged by the KBC for any services rendered by the KBC, which is not covered by the wellness plan at any point in time, due to the suspension of the



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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 GF 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 KBC, and/or other suitably qualified employees of the KBC.
- 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 bird 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 the ambulance service of the KBC, blood- and lab-tests, courier costs, the cost of equipment purchased by a client for home treatment of a patient and the cost of a second or further bird collar. **See Annexure A for a detailed list of exclusions.**
- 3.5.14 The transportation of the bird to and from the clinic, by the pick-up and delivery services of the KBC as well as the boarding of a patient by the KBC shall at all times be at the client's own risk. The KBC shall not be liable for any damage suffered by the client as a result of theft, injury or death of the bird due to any break-in, accident or any other event, unless such damage, injury or death was caused by the gross negligence of the KBC or any of its employees or agents.
- 3.5.15 The client may arrange for boarding of his bird at the KBC 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 KBC of a breach of contract by the client shall at no time be deemed to be a waiver of the KBC's rights in terms hereof, nor shall it prevent the KBC 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 KBC for acceptance into the specified Wellness Plan, which application shall be considered and in the sole discretion of the KBC be approved outright; or approved subject to such further special conditions as may be determined by the KBC 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 KBC 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.



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3.6.3 Should a client fail to accept the quotation of the KBC 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.

3.6 Notices And Domicillia

3.6.1 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.

3.6.2 The client hereby consents to receiving notices from the KBC regarding changes in the wellness plan packages or the service fee via email 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 KBC.

3.7 Cooling-off period after Direct Marketing

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

3.7.2 The KBC 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 KBC.

3.7.3 The refund referred to in paragraph 3.7.2 shall be subject to the deduction by the KBC 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 KBC.

4.2 The KBC 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 KBC 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.



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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 bird or 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 KBC, which consent may not be unreasonably withheld.

SIGNED BY THE CLIENT:

SIGNED BY THE KBC
IN ACCEPTANCE:

Date: _____

Date: _____

Place: _____

Place: _____





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ANNEXURE A – AVIAN WELLNESS PLAN

Chosen Plan:

Bird size: Small / Medium / Large

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

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

PLAN OPTIONS	Normal Maintenance	Food & Supplements	Treatment, Hospitalisation, Operation & Chronic Medication	Pickup & Delivery
LARGE	R 128	R 200	R 310	R 195
MEDIUM	R 128	R 133	R 310	R 195
SMALL	R 128	R 85	R 310	R 195

Joining Fee Procedures

	R		R
	R		R
	R		R
	R		R
	R		R

Total Joining fee: R.....



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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 KBC as deemed necessary in the professional opinion of the veterinary doctor on duty at the KBC at the time, due to the illness or injury of the bird.

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 KBC shall be included or covered by the wellness plan.

2. **Chronic medication**

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

3. **Normal**

Quarterly - file the bird's beak and nails, cut wings and deworm.

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

Any additional normal maintenance procedures performed on a bird 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 KBC, the bird will be collected by the KBC's pick-up & delivery service, four times per year (every three months) for his normal maintenance procedures and will be delivered back to the client afterwards, later during the same day.

For wellness plans including food and supplements, the delivery of the food and the supplements will be included in the package, at three monthly intervals when the bird is collected for 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 bird by the KBC's ambulance service or pick-up and delivery for boarding purposes.

5. **Food**

The amount of food required by a bird is determined in relation to its size. Food included in the wellness plan is as follows:



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Small birds – (Ringneck / Senegal)
- 3 kg every 15 weeks

Medium birds – (African Grey / Amazon)
- 5 kg every 15 weeks

Large birds – (Macaw / Large Cockatoo)
- 7 kg every 15 weeks

Any extra food ordered by a client will be charged separately.

6. Supplements

Supplements that will be included and delivered during the year are:

Avian tea (Every 15 weeks)
- 1 x 100g for Small & Medium Birds
- 2 x 100g for Large Birds

Crop fresh (100ml - Once every year)

7. THE FOLLOWING SERVICES AND COSTS WILL BE EXCLUDED FROM THE WELLNESS PLAN CLIENTS WILL BE CHARGED SEPARATELY FOR THESE ITEMS

- 7.1 If a second or further bird collar is required for whatever reason, the client shall be charged an additional fee. Only one bird collar per patient is included in those Wellness Plans that provide for medical treatment.
- 7.2 Blood tests (performed in house or externally);
- 7.3 All external lab-tests, blood work and courier costs related to these services;
- 7.4 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 nebuliser for instance). Such equipment may be bought from the KBC as and when required by a client.
- 7.5 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 bird will be excluded.
- 7.6 Boarding of the patient at the KBC while client is on holiday or traveling.
- 7.7 Registration on VETPORT.
- 7.6 Other:

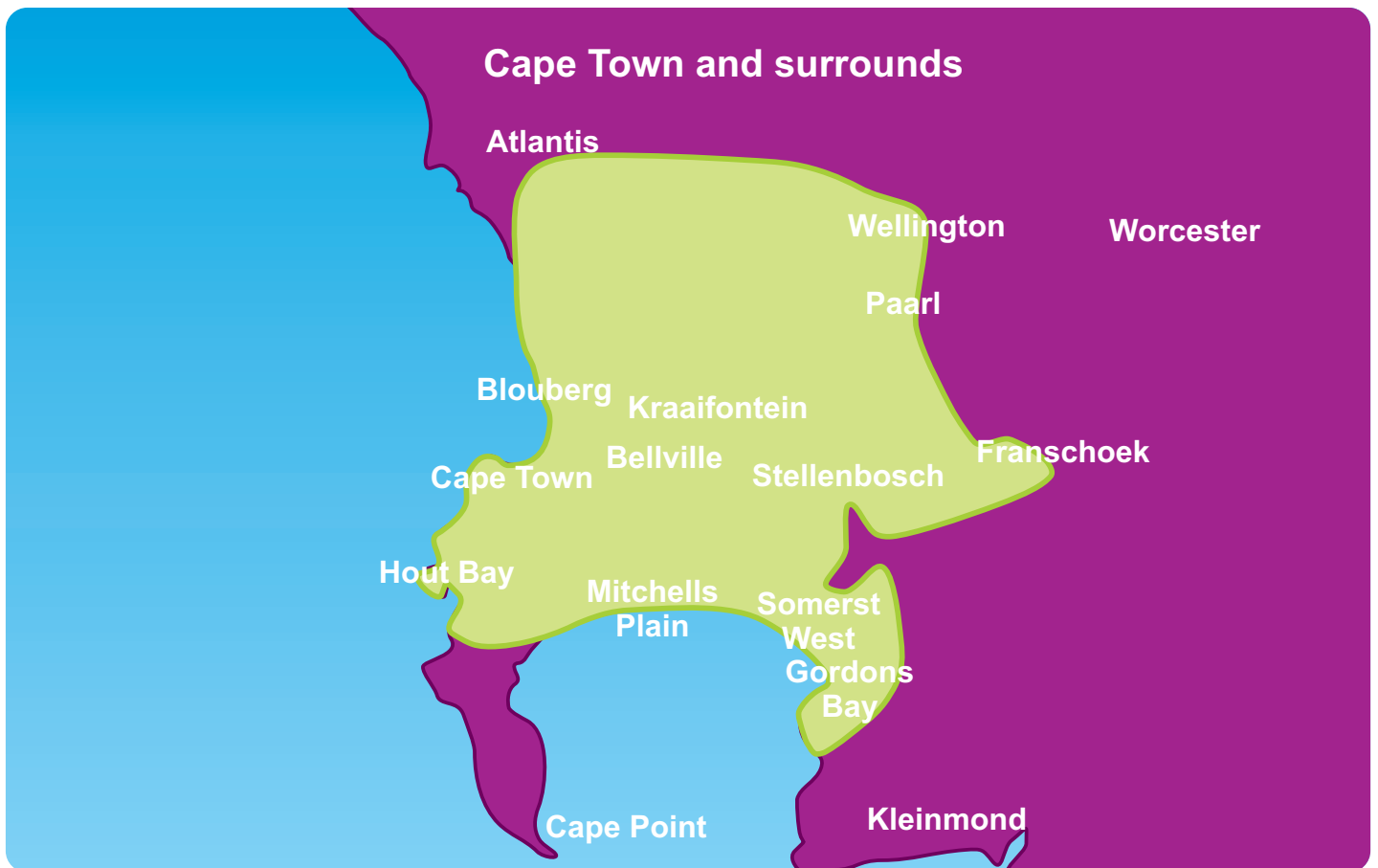


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Geographical area of ambulance and Delivery Service

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 an Avian Wellness Plan that includes the Mobile Service must live in the area covered by the Mobile Service routes indicated by the green area in the map below.

Mobile Service Delivery Areas





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Bank debit order instruction / credit card authority



DR GF DE BEER t/a THE KLAPMUTS BIRD CLINIC
IDENTITY NUMBER: 591023 5072 084

BANK DEBIT ORDER INSTRUCTION / CREDIT CARD AUTHORITY

Name (Debtor) : _____ Date : _____

Address : _____ Contract No. : _____

_____ Debit Amount : _____

_____ Commencement Date : _____

Contact No : _____ Abbreviated name as registered with the bank : **BIRD CLINI**

Dear Sirs/Madams

The details of my/our account are as follows:

BANK : _____ CARDHOLDERS NAME: _____

BRANCH TOWN : _____ CARD NUMBER: _____

BRANCH NO: _____ EXPIRY DATE: _____

ACCOUNT NAME: _____ CVV NUMBER: _____

ACCOUNT NO: _____ (three digit number on back of card)

TYPE OF A/C: _____ CARD TYPE: _____

(savings, current, transmission) (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.



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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 KBC representative)

Personal Info:

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

Full Name: _____ Surname: _____

Date of birth: _____ Email address: _____

ID nr: _____ Tel: _____

Address: _____ Cell: _____

Vetport number: _____

Patient info:

Name: _____ Species: _____

Mutation: _____ Sex: _____

Ring nr: _____ Ring remark: _____

Microchip nr: Date of birth: _____

Vetport number: _____

Abnormalities (circle correct option):

Eyes: YES / NO

Beak: YES / NO

Feathers: YES / NO

Wings: YES / NO

Built: YES / NO

Legs: YES / NO

Marks: YES / NO

Defects: YES / NO

If answered YES to any of the above please explain:

.....
.....





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List of joining procedures:

Microchip

Sexing

Vetport registration (optional)

Food (depending on plan)

Supplements (depending on plan)

Chronic medication (depending on plan)

Additional tests:

- In house tests:

TESTED FOR	DONE YES / NO	RESULT	LAB REF #
AST			
ALB			
Ca			
TP			
Glob			
Uric			
Gluc			

- External tests:

TESTED FOR	DONE YES / NO	RESULT	LAB REF #
Polyoma			
PBFD			
Chlamydia			
PDD			
PD			

