Terms and Conditions

These terms and conditions (Terms), as well as our Confirmation Email and Consent Form, apply to any booking request by you and supply of goods or services (together, 'Services') by us to you (together, the Contract). To the extent permitted by law, no other terms are implied by trade, custom, practice or course of dealing.

1 WHO WE ARE

This website pawsatpeace.com.au (Site) is operated by Paws at Peace Pty Ltd ATF the ALJ Family Trust (ABN 12 112 293 203) (we, us and our). We're a Melbourne-based, Australian company founded by our head veterinarian, Dr Amy Jeffreys, and supported by her carefully selected team.

2 MAKING A BOOKING

2.1 Please call 0490 843 218, complete our online contact form or email info@pawsatpeace.com.au to make a booking request with us. We will then provide you with a fee estimate and booking date and time over the phone or via email. If you agree to the fee, date and time of our Services via phone or email, this constitutes an agreement by you to engage us for the Services.

2.2 After you have confirmed a booking, we will send you a Confirmation Email setting out the specifications of your booking, and a link to or copy of these Terms which will apply to your booking. We will also attach your Consent Form for the Services, which we'll talk you through and have you sign in person at the start of your booking, along with an acknowledgement that you agree to these Terms. If you do not have an email address and you are unable to receive the Confirmation Email and Consent Form, we will obtain your consent verbally via the phone.

2.3 Please check the Confirmation Email and attached Consent Form carefully and advise us as soon as possible if there are any errors or omissions.

3 CANCELLATION

3.1 We understand circumstances can change and you may need to cancel or reschedule your booking. You may cancel your booking if you notify us via phone, text or email at least an hour in advance of your booking time. We may need to charge a cancellation fee to cover our team members' time where the minimum notice is not provided, and the amount of this fee will be set out in your Confirmation Email.

3.2 If we are unable to supply you with the Services as specified in the Confirmation Email for any reason, we will inform you of this as soon as practicable by phone or email and we will either make alternative arrangements with you or cancel your booking.

3.3 Before meeting your pet, we rely on the accuracy of the information you provide us during our triage process over the phone. Where we attend to provide the Services and, in our professional and ethical opinion, or for safety reasons, cannot carry out the Services we may cancel your booking. We may need to charge a cancellation fee in these circumstances to cover our team member's time. The amount of this fee will be at the discretion of the attending veterinarian and will depend on time spent at your home and materials used.

3.4 We will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our inability to perform the Services due to cancellation under this Clause 3.

3.5 We are unable to cancel aftercare Services once we've taken your pet with us from your home.

4 OUR SERVICES

4.1 We will supply the Services to you in accordance with the specifications detailed in your Confirmation Email and Consent Form. We will use reasonable endeavours to incorporate any specific wishes from you in providing the Services.

4.2 We warrant to you that the Services will be provided using reasonable care and skill, in compliance with all relevant veterinary practice regulations, and with your pet's comfort and best interests in mind at all times.

4.3 Where we are also providing you with goods as part of the Services, we warrant that the goods will be of acceptable quality, fit for their intended purpose and will match or closely match any samples or images we have shown you.

4.4 We will use reasonable endeavours to meet our agreed timeframe for performing the Services. However, due to circumstances outside of our control, including due to the urgent needs of other families and their pets, we cannot guarantee that they will always be met. We will notify you of any changes to our agreed booking time, via SMS or phone call, and we will not be liable to you for any delays.

4.5 Where you choose not to purchase an urn/vessel as part of our aftercare services, we will return your pet's ashes in a sealed bag within a white tin. If at the time of the visit you are undecided about an urn/vessel and need more time to choose one, we will give you up to 72 hours to make a decision. If you do not inform us of your preference within this time frame and/or we are unable to contact you, we will return your pet's ashes in a sealed bag within a white tin.

5 YOUR OBLIGATIONS

It is your responsibility to ensure that:

a) you are the lawful owner of the pet, or have the consent of the lawful owner of the pet, you have requested the Services for and are able to provide evidence of such ownership or consent upon request;
b) you have informed and consulted all relevant family members or other affected individuals about your booking of the Services;
c) the terms of your booking are complete and accurate;
d) you cooperate with us in all matters relating to the Services;
e) you provide us with safe access to your premises, and a suitable space for us to carry out our Services;
f) you provide us with accurate information we may reasonably require in order to carry out the Services, including any behavioural matters we may need to know about your pet and any medications your pet has taken;
g) you are able to safely handle and/or appropriately restrain your pet where they may pose a safety risk for you or us;
h) you will have the number of adults available for lifting your pet into our vehicle as specified in your Consent Form; and
i) you treat our team members at all times with respect and courtesy.

6 OUR FEES

In consideration of us providing the Services, you must pay our fees (Fees) in accordance with this Clause 6.

6.1 The Fees are the prices quoted via phone at the time you confirm your booking. Our Fees vary between bookings, and are calculated on a time, travel and materials basis. We separate out our fees between euthanasia and aftercare services, and this will be reflected in your Confirmation Email and Consent Form.

6.2 If you wish to change the scope of the Services after we accept your booking, including where any of the information about your pet included in your Confirmation Email is incorrect, and we agree to such change, we will modify the Fees accordingly.

6.3 Our Fees are exclusive of goods and services tax (GST). GST is payable in respect of all of our Services, and we will provide you with the GST inclusive price via phone and set this out in our Confirmation Email showing the total amount payable by you.

7 PAYMENT

We accept payment for the Services in advance by direct deposit into our bank account or at the time of Service via EFT using a debit card or credit card. We do not accept manual card payments over the phone under any circumstances.

8 LIMITATION OF LIABILITY

8.1 Nothing in these Terms limits or excludes our liability:

a) for death or personal injury caused by our negligence or willful misconduct or that of our employees, contractors or subcontractors;
b) for fraud or fraudulent misrepresentation by us, our employees, contractors or subcontractors; or
c) where liability cannot be limited or excluded by applicable law.

8.2 Subject to Clause 8.1 we will not be liable to you, whether in contract, tort (including negligence) or otherwise, for any special, indirect or consequential loss arising under or in connection with these Terms or the Contract.

8.3 Subject to Clause 8.2, our maximum aggregate liability to you for any loss or damage or injury arising out of or in connection with the performance or non-performance of or the supply of Services under these Terms, including any breach by us of this Contract however arising, under any indemnity, in tort (including negligence), under any statute, custom, law or on any other basis, is limited to the amount paid for the Services.

8.4 Nothing in this Contract is intended to have the effect of excluding, restricting or modifying the application of all or any of the provisions of Part 5-4 of the Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth) (ACL), or the exercise of a right conferred by such a provision, or any liability of ours in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL to a supply of Services.

8.5 If we are liable to you in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL that cannot be excluded, our total liability to you for that failure is limited to, at your election, the resupply of the Services or, where the Services cannot be resupplied, the refund of the Fees.

8.6 You acknowledge that in providing the Services to you, we rely on the accuracy of the information you have provided us in relation to your pet, inclusive of their condition, any behavioural considerations and any medication you have given them. Our liability to you may be further limited, where the information you provide us is inaccurate or incomplete.

8.7 While all care is taken by us to ensure the comfort and safety of you, your pet and our team, you acknowledge that circumstances may arise where your pet may bite or scratch you. You acknowledge it is your responsibility to seek any appropriate medical attention in these circumstances.

8.8 Where you provide us with blankets, bedding, toys or other personal effects to accompany your pet to aftercare, you understand we cannot guarantee they can be returned to you, and we are not liable for any damage to or loss of these items. Personal effects sent with your pet to aftercare will be cremated with your pet or disposed of or donated if not

appropriate for cremation.

8.9 Where you decide to source your own urn/vessel or keepsakes following the private/individual cremation of your pet by our aftercare service, you will be responsible for transferring your pet's ashes from the tin we provide into the urn/vessel or keepsake you have purchased. We will not be liable if the product you source independently of us is not appropriate to house your pet's ashes, or if any damage occurs to your pet's ashes as you transfer them into the vessel you have purchased independently of Paws at Peace Pty Ltd.

8.10 If you give us permission (either verbally or in writing) to leave your pet's ashes in a designated spot at your home or nominated destination when returning them, we will not be liable for any damage to or loss of ashes upon leaving them.

8.11 This Clause 8 will survive termination of the Contract.

9 NOTICES

9.1 Any notice or other communication given by one of us to the other under or regarding the Contract may be in writing delivered by email or communicated via phone or SMS.

9.2 A notice or other communication is deemed to have been received:

a) if sent by email, at the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered;

b) if communicated by phone, at the time of the phone call; or

c) if communicated by SMS, at the time the SMS is sent unless the sender receives a message that the SMS has not been delivered.

9.3 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

10 VARIATION

Any variation of the Contract only has effect if it is in writing or agreed via phone and confirmed in writing.

11 NO WAIVER

11.1 Neither of us may rely on the words or conduct of any other party as being a waiver of any right, power or remedy arising under or in connection with this Contract unless the other party or parties expressly grant a waiver of the right, power or remedy. Any waiver must be in writing, signed by the party granting the waiver and is only effective to the extent set out in that waiver.

11.2 Words or conduct referred to in 11.1 include any delay in exercising a right, any election between rights and remedies and any conduct that might otherwise give rise to an estoppel.

12 SUBCONTRACTING

12.1 We may subcontract the Services or parts of the Services to a third party where these are unable to be performed by us. For example, the aftercare services for cremation are currently performed by a trusted third party service provider. Where we subcontract the Services or a part of the Services, we will, at all times, remain responsible for the performance of the Services in accordance with these Terms and the Contract.

13 SEVERABILITY

13.1 If the whole or any part of a provision of this Contract is or becomes invalid or unenforceable under the law of any jurisdiction, it is severed in that jurisdiction to the extent that it is invalid or unenforceable and whether it is in severable terms or not.

13.2 Clause 13.1 does not apply if the severance of a provision of this Contract in accordance with that clause would materially affect or alter the nature or effect of the parties' obligations under the Contract.

14 RELATIONSHIP OF THE PARTIES

The Contract is between you and us. No other person has any rights to enforce any of its terms.

15 GOVERNING LAW AND JURISDICTION

These Terms, their subject matter and their formation, are governed by Australian law. You and we both agree that the courts in Australia will have exclusive Jurisdiction.

16 CONTACT US

To contact us, please email info@pawsatpeace.com.au or phone 0490 843 218.

17 DISCLAIMER

This Site contains general information only. The information on this Site is not intended to be professional veterinary advice and is not intended to replace a personal consultation with us or another qualified veterinarian. You should not disregard other veterinary advice or delay seeking it because of something found on this Site.