

Terms and Conditions

This is a legally binding agreement between you and Vet Behaviour Team Pty Ltd ACN 603 289 176 of 25/5-9 Bay Road, Russell Lea NSW 2046 (**VBT**) setting out the terms and conditions upon which VBT will provide the Services.

1. Formation

You agree to be bound by these terms and conditions (and any amendments to these terms and conditions that may be made by VBT from time to time without prior notice to you) when you engage VBT to provide the Services (**Agreement**).

2. Services

- (a) You can make an appointment for the Services by contacting VBT on the contact details listed on the Website.
- (b) You represent and warrant that:
 - (i) you are the legal owner of your Pet;
 - (ii) you have disclosed to VBT any behavioural issues relating to your Pet;
 - (iii) if the Services are to be performed on your premises, your premises are safe and secure for your Pet and VBT;
 - (iv) all information you provide about you or your Pet is true, accurate, current and complete; and
 - (v) you will promptly advise VBT of any changes to the information you have provided.
- (c) Prior to commencement of the Services, VBT may require you to complete a Questionnaire. You agree that you will complete the Questionnaire and return it promptly to VBT.
- (d) You acknowledge and agree that:
 - (i) VBT gives no warranty and make no representations regarding the performance of the Services;
 - (ii) Recommendations are made to the best of VBT's ability, based on the information at hand;
 - (iii) VBT does not guarantee that any outcome of the Recommendation will be fulfilled whether in the manner specified or otherwise;
 - (iv) you will not withhold any information or material, the absence of which may materially and adversely affect the performance of the Services; and
 - (v) VBT may refuse to perform the Services on your Pet at VBT's sole discretion.
- (e) VBT is not responsible for failure to fulfil any obligations due to events beyond VBT's control, such as death or illness of a key person or natural disaster.
- (f) As part of VBT's Recommendation, VBT may refer additional treatment of your Pet to a:
 - (i) veterinary clinic for veterinary care; and/or
 - (ii) trainer or other third party.
- (g) You acknowledge that in respect of the referrals made pursuant to clause 2(f):

- (i) such referrals are made in good faith, but any due diligence regarding the referral and the decision to follow through with the referral is at your sole risk and discretion; and
- (ii) you may be required to enter into a separate set of terms and conditions with the referred party.

- (h) You agree that VBT may subcontract all or part of the Services at VBT's sole discretion.

3. Fees

- (a) Unless otherwise agreed, the Fees must be paid in cash, EFT or credit card:
 - (i) in advance in accordance with the payment terms on the relevant invoice;
 - (ii) at the time the Services are performed; or
 - (iii) at the time as specified on the Website.
- (b) VBT may charge reasonable travel and out-of-pocket expenses, provided you have provided your prior approval for such expenses.
- (c) Unless specified otherwise, the Fees are exclusive of GST. If GST is payable on any supply made by us, you must pay an additional amount equivalent to the GST when that payment to VBT is due.

4. Cancellations and Refunds

- (a) If VBT cancels the Services for any reason, any Fees paid upfront by you will be refunded in full within 7 days of the date of the cancellation.
- (b) If you cancel the Services for any reason with 24 hours notice or less, and the Services are not re-scheduled with VBT for another date, VBT may charge you a cancellation fee as indicated on the Website, which you acknowledge and agree is a genuine pre-estimate of VBT's loss.

5. Intellectual Property

- (a) All intellectual property rights in the Materials will belong to VBT or a third party. At no stage will the intellectual property rights in the Materials be transferred to you.
- (b) All Materials provided during the performance of the Services is for your sole use only and at your sole risk.
- (c) The Materials and VBT's trade marks cannot be copied, reproduced or distributed in any form without VBT's prior consent.

6. Liability and Indemnity

- (a) To the extent permitted by law, VBT's total liability in connection with this Agreement and whether based upon warranty, indemnity, contract, statute, tort (including negligence) is limited to:
 - (i) in the case of the provision of goods, the repair or resupply of those goods, or payment of the cost of repair or resupply; or
 - (ii) in the case of the provision of services, the resupply of the services or paying the cost of the resupply,

and will not exceed the Fees paid by you under this Agreement.

- (b) To the extent permitted by law, VBT will not be liable for:
 - (i) any result of you following or not following VBT's Materials and/or Recommendations;
 - (ii) any disease, ticks, injury, death, loss or damage of any kind; or
 - (iii) any indirect or consequential loss.
- (c) You indemnify and hold VBT harmless from and against all loss, damage, claims (including third party claims), costs and expenses suffered or incurred by VBT arising directly or indirectly from:
 - (i) your breach of this Agreement; and
 - (ii) any acts and behaviour of your Pet.
- (d) You agree to release VBT, VBT's officers, agents and employees from all liability for injury, death, loss or damage of any kind whatsoever that may occur to your Pet while in the care of or being directly supervised by VBT, VBT's officers, agents or employees.

7. Confidentiality and Privacy

- (a) Each party must (except as may be required by law or with the other party's prior written consent):
 - (i) maintain the secrecy and confidentiality of any Confidential Information of the other party; and
 - (ii) refrain from disclosing, copying or retaining any Confidential Information of the other party, except to the extent necessary to perform the Services.
- (b) VBT will not sell or rent your personal details to other organisations, but VBT may use them for referral purposes, as specified in clause 2(f).
- (c) The information collected through the Services (such as your name, email address, address and/or contact number) is for the purposes of performing the Services. Please contact VBT if you have any enquiries in relation to this.
- (d) You consent to VBT sending you emails informing you of VBT's Services. You can choose not to receive marketing information from VBT by contacting VBT
- (e) The Website may contain links to third party sites and resources. VBT has no control over those sites, and will not be liable for any loss or damage you suffer or incur when you use a third party site or resource.

8. General

- (a) This Agreement contains the entire understanding between the parties concerning the subject matter of this Agreement and supersedes all prior communications.
- (b) This Agreement cannot be amended or varied except in writing and signed by the parties.
- (c) If any term or provision of this Agreement is held by a court to be illegal, invalid or unenforceable under the applicable law, that term or provision will be severed from this Agreement and the remaining terms and conditions will be unaffected.
- (d) This Agreement is governed by, and construed in accordance with the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

9. Definitions

In this Agreement:

Confidential Information means all information of a party, its clients or suppliers which would be reasonably regarded as confidential, disclosed to the other party before or after the date of this Agreement, whether verbally or in writing, relating to the business operations of a party, its clients or suppliers.

Fee means the fee(s) for the Services, as specified on the Website.

GST means the tax imposed by *A New Tax System (Goods and Services Tax) Act 1999* and related tax imposition Acts of the Commonwealth of Australia.

Questionnaire means the questionnaire to be completed by you, detailing the history of your Pet, household and other information that may assist VBT in performing the Services.

Materials mean any documents, guidelines, reports, Website content and any other material provided to you by VBT in performing the Services.

Pet means the pet in respect of which the Services are being engaged.

Recommendation means VBT's recommendations for a specific treatment, including but not limited to advice or warnings about the Pet's behaviour, referrals to third parties or recommendations for prescription resulting from the Services.

Services mean veterinary behaviour consulting services as further specified on the Website.

Website means www.vetbehaviourteam.com.