

**HAPPY TAILS AND PAWS PET MINDING**

**TERMS AND CONDITIONS OF USE**

**PLATFORM TERMS AND CONDITIONS**

# About the Platform

## Welcome to [www.happy-tails-paws-pet-minding.com](http://www.happy-tails-paws-pet-minding.com) (the “**Website**”), is a website that provides users with an opportunity to browse and purchase a variety of pet minding services, including but not limited to pet minding, dog walking, yard care and providing food supplies and other similar services as updated or amended on the Website from time to time (the “**Services**”).

## The Platform is operated by ABN 50475150375 (“**HTPPM**”). Access to and use of the Platform, or any of its associated products or Services, is provided by HTPPM. Please read these terms and conditions (the “**Terms**”) carefully. By using, browsing and/or reading the Platform, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Platform, or any of its products or Services, immediately.

## HTPPM reserves the right to review and change any of the Terms by updating this page at its sole discretion. When HTPPM updates the Terms, it will use reasonable endeavours to provide you with notice of same. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

# Acceptance of the Terms

## You accept the Terms by accessing the Services and/or making any payment as required under the Terms. You may also accept the Terms by clicking to accept or agree to the Terms where and if this option is made available to you in the user interface.

# Your obligations as a Member

## As a Member, you agree to comply with the following:

### you will use the Services only for purposes that are permitted by:

#### the Terms; and

#### any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;

### any use of your information by any other person, or third parties, is strictly prohibited unless required for the provision of the Services. You agree to immediately notify HTPPM of any unauthorised use of your password or email address or any breach of security of which you have become aware;

### access and use of the Platform is limited, non-transferable and allows for the sole use of the Platform by you for the purposes of HTPPM providing the Services;

### you will not use the Services or the Platform about any commercial endeavours except those that are specifically endorsed or approved by the management of HTPPM;

### Pet Safety Re Home Visits and Boarding services

### Dogs – to be walked will have a secure lead or harness during walking time

### Birds – Wings are to be clipped to enable bird to be fed and cage to be cleaned regularly – Bird unable to escape

### Puppies – Aged from 3 months old, eating solid foods out of dish, learning toilet habits, and good social behaviour skills (walking optional)

### Pet Health Re Home Visits and Boarding Services

### Boarding - Pets are to be vaccinated, up to date and a vet card is to be provided. Pet is to be microchipped and de sexed.

### Home visits – HTPPM will follow all instructions given by Pet Owner regarding dog, cat or bird habits in a home environment: Vet card (discretion of Pet Owner)

### HTPPM does not administer injections or prescribed medication given by vet. In an emergency HTPPM will take pet to the vet. The cost of the pet visit is added to booking invoice.

### Pet Feeding Re Home Visits and Boarding Services

### Pet owner supply’s pet/s food during pet minding stay. If HTPPM is asked to supply food for pet the cost of food is added to the booking invoice.

### Pet Deceased Re Home Visits and Boarding services

### Otherwise instructed by Owner pet will be taken to owner’s veterinary until owner returns

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### Company Documentation

### you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Platform without notice and may result in termination of the Services. Appropriate legal action will be taken by HTPPM for any illegal or unauthorised use of the Platform; and

### **you acknowledge and agree that any automated use of the Platform or its Services is prohibited.**

# Payment

## You understand that the price for the Services will vary dependant on the nature of the Services being provided to you by HTPPM and will be identified through the Platform (the “**Services Fee**”). The Services Fee is determined HTPPM in their sole discretion and may be varied by HTPPM from time to time.

## Where the option is given to you, you may make payment for the Services (the “**Services Fee**”) by way of:

### Visa, Mastercard and American Express

### Bank Payment (Electronic Funds Transfer)

### Cash Payment (receipt is issued )

## In using the Platform, the Services or when making any payment in relation to same, you warrant that you have read, understood and agree to be bound by the PayPal terms and conditions which are available on their website.

## You acknowledge and agree that where a request for the payment of the Services Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the same.

## You agree and acknowledge that HTPPM can vary the Services Fee at any time and that the varied Subscription Fee will come into effect following the conclusion of the existing Subscription Period.

# Cancellation and Refund Policy

## Where you have booked the Services through the Website (the "**Booking**"), HTPPM will allow you to cancel or reschedule the Booking subject to you paying an appropriate Cancellation Fee calculated as follows:

### where the Booking is cancelled or rescheduled no less than twenty-four (24) hours prior to the time for the performance of the Services nominated by you in the Booking, you will not be required to pay any cancellation fee and the Services Fee will be refunded to you;

### where the Booking is cancelled or rescheduled less than twenty-four (24) hours but no less than four (4) hours prior to the time for the performance of the Services nominated by you in the Booking, no refunds will be given and HTPPM will provide Pet Owner with a voucher to reuse the services should Pet Owner request the same:

## Other than as outlined above in respect to the cancellation or rescheduling of a Booking outlined above, HTPPM will only provide you with a refund of the Services Fee in the event they are unable to continue to provide the Services, or if the manager of HTPPM makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances (the “**Refund**”). HTPPM may provide you with a voucher to reuse the Services should the Member request same.

# Copyright and Intellectual Property

## The Platform, the Services and all of the related products of HTPPM are subject to copyright. The material on the Platform is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Platform (including but not limited to text, graphics, logos, button icons, video images, audio clips, Platform, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by HTPPM or its contributors.

## All trademarks, service marks and trade names are owned, registered and/or licensed by HTPPM, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:

### use the Platform pursuant to the Terms;

### copy and store the Platform and the material contained in the Platform in your device’s cache memory; and

### print pages from the Platform for your own personal and non-commercial use.

### HTPPM does not grant you any other rights whatsoever in relation to the Platform or the Services. All other rights are expressly reserved by HTPPM.

## HTPPM retains all rights, title and interest in and to the Platform and all related Services. Nothing you do on or in relation to the Platform will transfer any:

### business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or

### a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or

### a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process),

### to you.

## You may not, without the prior written permission of HTPPM and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Platform which are freely available for re-use or are in the public domain.

# Privacy

## HTPPM takes your privacy seriously and any information provided through your use of the Platform and/or Services are subject to HTPPM’ Privacy Policy, which is available on the Platform.

# General Disclaimer

## Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.

## Subject to this clause, and to the extent permitted by law:

### all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and

### HTPPM we will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

## Use of the Platform and the Services is at your own risk. Everything on the Platform and the Services is provided to you “as is” and “as available” without warranty or condition of any kind. None of the affiliates, directors, officers, employees, contractors, agents, contributors and licensors of HTPPM makes any express or implied representation or warranty about the Services or any products or Services (including the products or Services of HTPPM) referred to on the Platform. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

### failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;

### the accuracy, suitability or currency of any information on the Platform, the Services, or any of its Services related products (including third party material and advertisements on the Platform);

### costs incurred as a result of you using the Platform, the Services or any of the products of HTPPM; and

### the Services or operation in respect to links which are provided for your convenience.

# Limitation of liability

## HTPPM’s total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.

## You expressly understand and agree that HTPPM, its affiliates, employees, contractors agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

# Termination of Contract

## The Terms will continue to apply until terminated by either you or by HTPPM as set out below.

## If you want to terminate the Terms, you may do so by:

### providing HTPPM with fourteen (14) days’ notice of your intention to terminate; and

### closing your accounts for all of the services that you use, where HTPPM has made this option available to you.

## Your notice should be sent, in writing, to HTPPM via the ‘Contact Us’ link on our homepage.

## HTPPM may at any time, terminate the Terms with you if:

* + 1. you have breached any provision of the Terms or intend to breach any provision;
    2. HTPPM is required to do so by law;
    3. the provision of the Services to you by HTPPMis, in the opinion of HTPPM, no longer commercially viable.

## **Subject to** local **applicable laws,** HTPPM **reserves the right to discontinue or cancel your membership at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Platform or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts** HTPPM’**s name or reputation or violates the rights of those of another party.**

# Indemnity

## You agree to indemnify HTPPM, its affiliates, employees, contractors agents, contributors and licensors from and against any breach of the Terms.

# Dispute Resolution

## Compulsory:

## If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sort).

## Notice:

## A party to the Terms claiming a dispute (“**Dispute**”) has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

## Resolution:

## On receipt of that notice (“**Notice**”) by that other party, the parties to the Terms (“**Parties**”) must:

### Within seven (7) days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;

### If for any reason whatsoever, twenty-one (21) days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the Law Society of Queensland or his or her nominee;

### The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;

### The mediation will be held in Brisbane, Australia.

## Confidential

## All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

## Termination of Mediation:

## If thirty (30) days have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

# Venue and Jurisdiction

## The Services offered by HTPPM is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Platform, you agree that the exclusive venue for resolving any dispute shall be in the courts of Queensland, Australia.

# Governing Law

## The Terms are governed by the laws of Queensland, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Queensland, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

# Independent Legal Advice

## Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

# Severance

## If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.

## **Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

## **Signed**

## **Pet**

## **Owner \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

## **Dated**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## **Signed**\_**Happy Tails Paws Pet Minding Andergrove**

## **Owners**

## **Sylvanna Scott\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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## **Vincent Scott\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

## **After signing Please return document to E-mail Address** [v.s.scott@happy-tails-paws-pet-minding.com](mailto:v.s.scott@happy-tails-paws-pet-minding.com) or post to 39 Maple Drive Andergrove Queensland 4740