

# Perth Pet Taxi

## Terms & Conditions for Services Agreement

***NOTE:** These Terms & Conditions form part of your Services Agreement (“Agreement”) with Perth Pet Taxi. The other parts are: (1) the Order Form that you complete, in person or online, and submit to us; and (2) the policies referred to in clause 4.4 of these Terms & Conditions. The Agreement is made when we accept your Order Form and receive your payment. We reserve the right to reject your Order on the basis explained in these Terms & Conditions. You indicate that you have read, understood and agree to these Terms & Conditions when you submit your Order Form, and by doing so you agree to be bound by the Agreement (including these Terms & Conditions).*

### 1. Interpretation and definitions

1.1 *Definitions.* In these Terms & Conditions, the following words have the meanings shown below:

- **“Agreement”** means this Services Agreement between the Owner and Perth Pet Taxi, including these Terms & Conditions and the Order Form and any other documents incorporated by reference here.
- **“Animal”** means the animal or animals provided by the Owner to PPT under this Agreement for the purpose of transportation.
- **“Consignor”** means the person or entity that PPT is contracted to collect the animal from, including the Owner if applicable.
- **“Consignee”** means the person or entity that PPT is contracted to deliver the animal to, including the Owner if applicable.
- **“Costs”** includes any expenses reasonably incurred by PPT in the course of completing its obligations under this Agreement.
- **“Dangerous Goods”** includes any item of property that that is or may become noxious, infectious, dangerous, inflammable or hazardous, or that could cause injury to any person, animal or property.
- **“Fees”** means the fees payable by the Owner for the Services.
- **“Order”** means an Owner’s request to PPT for the transportation of an Animal and Other Property via an Order Form.
- **“Order Form”** means the consignment order completed by the Consignor, whether online or in hard copy, requesting PPT to transport the Animal and Other Property.
- **“Other Property”** means any other property consigned with the Animal for transportation by PPT, including but not limited to: cages or other containers; leashes and collars; and muzzles.
- **“Owner”** means the person or entity identified in the Order Form as the owner of the Animal and Other Property.
- **“Party”** means each of the Owner (including any person or entity deemed by clause 2.1 to be the Owner) and PPT, and **“Parties”** means both of them.
- **“Perth Pet Taxi” or “PPT”** means Terry Butts (ABN 46 045 794 337) trading as Perth Pet Taxi, and includes his employees, agents, subcontractors and franchisees, and also includes any lawful assignee of his pet transportation business such as any partnership that he enters into, any company that he

forms, and any other business with which he merges or which acquires his business.

- **“Services”** means all services provided to the Owner by PPT under this Agreement, including the services specified in clause 4.1.
- **“Special Conditions”** means any special conditions included in the Order Form, which the Parties hereby agree will supplement these Terms & Conditions.
- **“Terms & Conditions”** means these terms and conditions including any Special Conditions.
- **“Transport Journey”** means a discrete journey between two points referred to in the Order Form undertaken or to be undertaken by PPT under this Agreement.
- **“Website”** includes any website owned or operated by or on behalf of PPT for the purpose of supporting its pet transportation business.

1.2 *Interpretation.* The following rules of interpretation apply to this Agreement:

- (a) Headings are for ease of reference only and do not affect the interpretation of clauses.
- (b) Words in the singular form include the plural and vice versa, and words stated in one gender include the other genders.
- (c) Where a Party or other person or entity referred to in these Terms & Conditions comprises two or more persons or entities, the relevant statement or obligation will be taken to apply to all of them and to bind all of them jointly and severally.
- (d) The terms of the Order Form are to be read in conjunction with these Terms & Conditions, but, in the event of any direct inconsistency between the terms of the Order Form and of these Terms & Conditions, the terms of the Order Form will prevail.
- (e) The terms of the Pet Handling Policy and Privacy Policy referred to in clause 4.4 are to be read in conjunction with these Terms & Conditions, but, in the event of any direct inconsistency between the terms of either of those Policies and those of these Terms & Conditions, the terms of these Terms & Conditions will prevail.

## 2. Identity of Owner

- 2.1 If no person or entity is clearly identified in the Order Form as the Owner, PPT may deem the Consignor, the Consignee or any other person involved in submitting the Order Form to be the Owner, or all of them, and if more than one then those persons or entities will be jointly and severally liable to meet all obligations imposed on the Owner by this Agreement including payment of the Fees and Costs.
- 2.2 Where any person or entity who is not the Owner delivers an Animal or Other Property to PPT for transportation, the Owner warrants to PPT that the person or entity has the Owner’s authority to do so, and in consideration for the performance of the Services hereby releases PPT from any claims that the Owner has or in future may have in relation to any loss associated with such consignment.

## 3. Characteristics of PPT

- 3.1 PPT is not a common carrier and accepts no liability as such.

- 3.2 The Services are performed subject only to these Terms & Conditions, and PPT reserves the right in its sole discretion to refuse the carriage of any Animal or Other Property.
- 3.3 Where in its sole discretion it chooses to do so, PPT may engage a suitably skilled subcontractor or franchisee to perform any or all of the Services, provided that:
- (a) the subcontractor or franchisee must perform the Services to the same standards as apply to PPT, and with the same level of care and attention; and
  - (b) PPT must adequately supervise the subcontractor or franchisee in its performance of the Services.

#### **4. Services**

- 4.1 In consideration for the timely and complete payment of the Fees and Costs, PPT agrees to:
- (a) transport, and hold for transport or delivery between the Consignee and the Consignor, the Animal and Other Property;
  - (b) communicate as may be appropriate with the Owner, Consignee and Consignor in relation to the undertaking of any Transport Journey and the transportation of the relevant Animal and Other Property; and
  - (c) as may be necessitated by any emergency, and within the competency of PPT, administer any first aid to any Animal that may be required during a Transport Journey.
- 4.2 The Owner must specify approximate pick-up and delivery times for each Transport Journey, and may recommend a route, but PPT is not liable to the Owner for any minor delays or reasonable delays regardless of the duration, and is at liberty to select a route that in PPT's sole discretion is best suited to its performance of the Transport Journey.
- 4.3 The Owner may specify that PPT employ certain techniques when handling an Animal, but PPT is at liberty to employ the techniques that PPT considers in its sole discretion are best suited to the situation at hand.
- 4.4 In performing the Services:
- (a) PPT will: avoid injuring the Animal or handling it with excessive force or with disregard to its distress or injuries; and
  - (b) at all times with comply with its Pet Handling Policy and Privacy Policy posted on the Website.
- 4.5 PPT is not an insurer and does not insure the Animal or Other Property, but if agreed the Services may include assistance to the Owner to obtain insurance.
- 4.6 PPT is not licensed to carry human passengers, and will not do so for reward. No part of the Fees or Costs represents a fare for travel for any human passenger.
- 4.7 PPT may install and operate video cameras in its vehicles. The Owner hereby consents to the Animal and Other Property being monitored by such cameras during transportation by PPT, and agrees that all video images of the Animal and Other Property will belong to PPT exclusively.

## 5. Fees & Costs

- 5.1 In consideration for the substantial provision of the Services, the Owner agrees to pay, without any set off or deductions, the Fees specified in the Order Form or as may reasonably be otherwise advised by PPT, in full, at the time of submitting the Order, or at such other time specified by PPT, or if no such time is specified within 7 days of the relevant Transport Journey.
- 5.2 If any Costs are reasonably incurred by PPT in performing the Services, the Owner will reimburse PPT in full for such Costs, provided that PPT:
- (a) must obtain the prior permission of the Owner to incur Costs, wherever reasonably practicable, except in emergency situations; and
  - (b) must retain any receipts or proofs of payment and provide copies of these on request to the Owner.
- 5.3 PPT will calculate the Fees based on the information that the Owner provides via the Order Form or otherwise regarding such things as the size and weight of the Animal, the distance and duration of the Transport Journey, and any other factors that would reasonably affect the effort and time involved in transporting the Animal and Other Property, and the Owner acknowledges and agrees that in the event that any pertinent information is incomplete or incorrect:
- (a) the Owner will be liable to pay PPT the correct amount of Fees that are payable based on the complete or correct information;
  - (b) PPT may demand the additional Fees before undertaking the relevant Transport Journey; and
  - (b) the Owner will be liable to compensate PPT or any person claiming through PPT for any loss experienced by PPT or such other person as a result of that incomplete or incorrect information.
- 5.4 The Fees cover only the items described in clause 4.1, unless the Parties otherwise agree.
- 5.5 The Owner may pay the Fees and Costs by any options or facilities provided by PPT for that purpose, including Credit Card, Electronic Fund Transfer or cash, at the time of submitting the Order Form. Cheques will not be accepted by PPT without prior notice. Payment of any applicable Fees and Costs must be made by or at the time of delivery at latest. Acceptance of a partial payment does not waive PPT's right to the full amount owed by the Owner.
- 5.6 PPT will have the right to charge the full Fees and Costs in the event of an Order being cancelled by the Owner less than 24 hours prior to the agreed pick up time, or if PPT is not notified that the Services are not required. If PPT arrives to pick up an Animal but is unable to contact the Consignor the Order will be deemed to be cancelled.
- 5.7 In the event that an Animal is required to be kennelled or boarded by PPT for any reason permitted by this Agreement, including travel or collection delays beyond PPT's control, the expense of such boarding or kennelling will be a Cost that the Owner must reimburse PPT for, if PPT has paid it, or must pay direct to the person providing the kennelling or boarding service, if PPT has not yet paid it.
- 5.8 Except as may be required by law, and despite any provision of this Agreement stating that the Owner is not entitled to a refund, any refunds of Fees or Costs that are given

by PPT will be given in the sole discretion of PPT, having regard to the individual circumstances of the Owner.

## **6. Pick-up and Delivery**

6.1 The Parties agree that:

- (a) PPT may decline to pick up any Animal if PPT is unable to confirm appropriate delivery details with the Consignee.
- (b) If PPT cannot contact the Consignee to arrange the delivery at the time agreed with the Owner, PPT may deliver the Animal instead to an appropriate boarding facility at the owner's expense, until appropriate alternative arrangements have been organised and payment has been received in full.
- (c) If circumstances beyond PPT's control prevent the Animal's delivery from being completed, PPT may return the Animal to the Consignor and the Owner will remain liable for all agreed and incurred Fees and Costs.

6.2 The owner agrees that PPT will have a security interest in any Animal and Other Property until such time fees for the relevant Services are paid in full, and that PPT may opt to refuse delivery of the Animal and Other Property to the Consignee and to exercise its lien by lodging the Animal and Other Property to an appropriate boarding facility at the owner's expense until payment has been received in full.

6.3 Pick up or delivery times for Animals agreed to by PPT at the time of accepting an Order are estimates only. While PPT will endeavour to comply with the agreed pick-up and delivery schedule, PPT does not guarantee that pick-up and delivery will occur without delay, and the Owner acknowledges that factors such as weather, traffic, road conditions, vehicle malfunction, emergencies, and the special needs of the transported Animal and other reasons may affect pick-up and delivery performance.

6.4 PPT will not be liable for any cost, loss or inconvenience experienced by the Owner, Consignor, Consignee or any other party resulting from any change to the arranged pick-up and delivery times or the cancellation of Services due to factors beyond PPT's control, except to the extent caused or contributed to by PPT's negligence including that of its employees, agents or subcontractors.

## **7. Owner's Warranties, Authorisations, Release and Indemnity**

7.1 The Owner warrants that:

- (a) The Animal and Other Property are fit for carriage by PPT using an ordinary vehicle. For the purpose of this clause, "ordinary vehicles" means a car, van or 4x4 motor vehicle, with or without a trailer.
- (b) The Animal and Other Property are not Dangerous Goods.
- (c) The Owner owns the Animal or otherwise has the consent of all persons or entities owning or having any interest in the Animal or Other Goods to make this Agreement.
- (d) The information provided in the Order Form is true, accurate and complete, and not misleading in any manner.
- (e) The Consignor and Consignee respectively (including their employees, agents or subcontractors) will supervise the loading and unloading of the Animal and Other Property into and out of PPT's vehicle at the starting point and destination point of each Transport Journey, unless those persons are unavailable for any reason, in which case PPT will load and unload the Animal and Other Property in

accordance with our < [PPT Animal Handling Policy](#) > (refer to PPT website [www.perthpettaxi.com.au](http://www.perthpettaxi.com.au) ).

- (f) The Animal is properly vaccinated.
- 7.2 The Owner, by submitting the Order Form, authorises PPT to:
- (a) collect the Animal and Other Property from Consignor at the pick-up point specified in the Order Form, and to deliver the same to the Consignee at the delivery point so specified, for the relevant Delivery Journey;
  - (b) administer first aid to the Animal during the Transport Journey, in an emergency; and
  - (c) procure urgent veterinary and pharmaceutical assistance for the Animal in the event that it is ill or distressed during a Transport Journey; and these activities will form part of the Services.
- 7.3 The Owner acknowledges that, during the Transportation Journey or at the pick-up and destination points, the Animal may be in contact with or proximity to other animals, as well as human beings, or be in public places. The Owner accepts responsibility for any injury (including bites or scratches), and any preventable diseases, given by the Animal to any other animal or human being, or resulting from its behaviour, in such circumstances.
- 8. Liability**
- 8.1 PPT will not be liable for death, injury, or illness experienced by any Animal during a Transport Journey or handling by PPT, or any loss of or damage to Other Property, except to the extent caused or contributed to by the negligence of PPT including that of its employees, agents and subcontractors.
- 8.2 The Owner must satisfy itself that the Animal and Other Property may safely be handled and transported in the manner in which PPT performs those activities, and with the personnel, equipment and vehicles normally used by PPT to perform the Service, and must convey any concerns regarding these matters to PPT before allowing the Animal and Other Property to be handled by PPT.
- 8.3 The Owner must provide information to PPT with all relevant information regarding the Animal in the Owner's possession that it knows or ought to know could affect the delivery of the Services, including information regarding any illness, medical condition or special needs of the Animal.
- 8.4 PPT accepts no liability for death, injury, or illness experienced by any Animal or any loss of or damage to Other Property while the Animal or Other Property is in the possession of another person or entity including the Owner, Consignor, Consignee, and any employee, agent, representative or contractor of any of those persons or entities.
- 8.5 In the event that the Animal is delivered by PPT to a Consignee in circumstances where PPT has agreed to wait to collect the Animal at a later time, this clause 8 will continue to apply during the hiatus. PPT is entitled include a charge for any such waiting time in its Fee.
- 8.6 The Owner hereby releases PPT from liability for any harm or loss which the Owner experiences as a result of any injury or damage to the Animal or Other Property, or

any delay in the performance of the Services, except to the extent directly resulting from the negligence of PPT including its employees, agents and subcontractors.

- 8.7 The Owner hereby indemnifies PPT in respect of any losses that PPT may experience or any claims made against PPT by any person arising from any breach of this Agreement by the Owner, Consignor, Consignee, including by any employee, agent, representative or contractor of any of those persons, or in respect of any event for which the Owner has assumed responsibility or liability under this Agreement.

## 9. Care of the Animal

- 9.1 In the event that PPT procures veterinary care for an Animal under clause 7.2(c), the Owner agrees that:
- (a) PPT will endeavour where reasonably possible to contact the owner prior to authorising appropriate treatment, but PPT is entitled to make such decisions as may be necessary, based on veterinary advice received, about the treatment of the Animal.
  - (b) Any veterinary costs incurred in such circumstances will be the Owner's responsibility if billed directly to the owner, or will be a Cost that the Owner must reimburse PPT for if PPT pays.
  - (c) Where the Owner nominates a veterinarian in the Order Form, and the Animal becomes ill during a Transport Journey, PPT will endeavour to convey the Animal to that veterinarian unless it is inconvenient, in the sole opinion of PPT, for it to do so, in which case PPT will take the Animal to its own preferred veterinarian identified in the [<Pet Handling Policy>](#) or in an urgent situation to such other veterinarian as may be available.
- 9.2 If PPT takes the Animal to a veterinarian, the Owner acknowledges that PPT may not be able to wait for the treatment to be completed, and that this may result in additional costs to the Owner for extended care, boarding or alternative transport arrangements.
- 9.3 If the Transport Journey is interrupted because of the veterinary or other needs of the Animal or any problems with the Other Property, PPT is entitled to payment of all Fees and Costs and is not obliged to refund any part of the Fees or Costs to the Owner.
- 9.4 If the Animal has special care needs or has special health risks, including breathing problems or obesity:
- (a) PPT will endeavour to provide adequate care for the Animal while performing the Services, but will be entitled to terminate this Agreement on any of the following grounds, namely that:
    - (1) the special needs or risks were not adequately disclosed by the Owner; or
    - (2) PPT is not properly qualified to handle the Animal because of those needs or risks; or
    - (3) PPT in its sole discretion declines to accept the risks associated with transporting the Animal; and
  - (b) in the event that PPT terminates this Agreement under paragraph (a) above, the Owner will remain liable to pay the Fees and Costs and will not be entitled to any refund of the Fees and Costs.

- 9.5 If the Animal is disclosed by the Owner to be a brachycephalic breed of Animal:
- (a) the terms of the **< PPT Brachycephalic Animals Policy >** (refer to PPT website [www.perthpettaxi.com.au](http://www.perthpettaxi.com.au) ) will apply as part of these Terms & Conditions;
  - (b) the Owner acknowledges that brachycephalic animals are at greater risk of death, illness or injury during transportation and handling than other animals;
  - (c) the Owner declares that it has no knowledge or belief, and knows of no fact, matter or thing that ought reasonably to make it know or believe that the Animal is likely to experience any trauma, distress or difficulty during the delivery of the Services by PPT; and
  - (d) PPT will be entitled to request the Owner to postpone the Transport Journey if the Animal demonstrates any breathing difficulty at the time of pick-up, or of weather conditions are very hot or the circumstances are otherwise unfavourable for the transportation of a brachycephalic animal.
- 9.6 The Owner acknowledges that young animals should wait for at least 10 days after receiving a vaccination before being transported due to an increased risk to the animal of contracting diseases, becoming unwell, or suffering from side effects in the immediate period following vaccination, and the Owner must advise PPT if the Animal is a young animal within this period so that PPT can properly assess the risk of transporting the Animal.
- 9.7 It is PPT's policy to avoid transporting any animal that is under the influence of tranquillizers or sedatives, due to the increased risk of harm or injury to an animal in that condition, which the Owner hereby acknowledges. The Owner warrants that any tranquilizer or sedative affecting the Animal during the delivery of the Services was arranged or administered by the Owner and was prescribed, issued or administered by the Owner's veterinarian. PPT disclaims responsibility for any complications, harm or injury experienced by the Animal arising from tranquillizers or sedatives, and the Owner hereby releases PPT for any liability for loss or claims arising from such harm or injury.
- 9.8 It is PPT's policy that dogs will be exercised, as appropriate, while in PPT's care, for example during a break in a Transport Journey. The Owner acknowledges that there is an increased risk of loss, injury or the contraction of communicable diseases while the Animal is being exercised, but that exposing the Animal to this risk is reasonable in the interests of preserving its healthy condition. It is the owner's responsibility to inform PPT if the Owner does not want the Animal to be exercised for any reason.
- 9.9 PPT may decline to handle and transport the Animal if in the opinion of PPT the Animal is dangerous or poses an unacceptable risk of injury or harm to other animals, human beings or the property of the Owner or any other person, and may terminate this Agreement on that basis, in which event the Owner will continue to be liable to pay the Fees and Costs and will not be entitled to a refund of any part of the Fees or Costs.
- 9.10 PPT will endeavour to provide a safe environment for the Animal during the Transport Journey, and to handle the Animal with appropriate expertise and care, but disclaims any specialised veterinary knowledge or skills, and the Owner hereby acknowledges that limitation.



- 9.11 PPT's vehicles are designed to handle a moderate amount of fouling (such as urination and defecation) by transported animals. If the Animal fouls the vehicle to an excessive extent, in the opinion of PPT, the Owner agrees to meet the cost of cleaning the vehicle at the rate of \$90 per hour (inclusive of any GST) as part of the Costs payable to PPT.
- 9.12 If the Animal has any communicable or zoonotic disease, or any parasites such as worms or ticks, the PTT vehicle used to transport it and associated Other Property will need to be fumigated or chemically treated to prevent infection of other animals or of humans. The Owner agrees to meet the costs of such treatment and cleaning in full as part of the Costs payable to PPT.

## 10. Privacy

- 10.1 PPT will comply with the applicable requirements of the Privacy Act 1988 (Cth) and the < **PPT Privacy Policy** > (refer to PPT website [www.perthpettaxi.com.au](http://www.perthpettaxi.com.au) ) in respect of all personal information that it gathers, stores, uses and discloses in the course of performing the Services, including the personal information of the Owner, Consignor and Consignee, and any employee, agent, representative or contractor of any of those persons.

## 11. Disputes

- 11.1 The Parties agree to follow the following procedure in the event that any dispute arises between them:
- (a) the Parties will exchange relevant information and will negotiate in good faith to resolve the dispute, within a reasonable timeframe;
  - (b) if negotiation fails to resolve the dispute, the Parties will refer the matter to an independent, suitably qualified mediator, to be resolved by mediation under a recognised code of mediation practice, and each Party will participate in the mediation in good faith to resolve the dispute expeditiously as possible; and
  - (c) only after the steps described at (a) and (b) above have been attempted unsuccessfully will either Party resort to litigation, except in the case of urgent injunctions.
- 11.2 If the Parties are unable to agree on a choice of mediator for the purposes of clause 11.2(b), either of them may request the President of the Law Society of Western Australia to appoint one.

## 12. General Clauses

- 12.1 *Severability.* If any provision of these Terms & Conditions is found to be void, illegal or unenforceable, that provision will be ignored and the remainder of the Terms & Conditions will continue in force and be binding on the Parties to the greatest extent possible.
- 12.2 *Compliance with Laws and the Directions of Authorities.* Each Party must comply with all laws that apply to it in the performance of its obligations under this Agreement, and also the directions of all competent authorities, including local government officers.

- 12.3 *Entire Agreement.* The components of this Agreement, namely these Terms & Conditions, the Order Form, and the policies referred to in clause 4.4 which are incorporated by reference, constitute the entire agreement of the Parties regarding the subject matters dealt with in those components, and all other or prior negotiations, representations, and discussions are hereby excluded.
- 12.4 *Governing Law and Jurisdiction.* This Agreement will be governed by the laws in force in the State of Western Australia, and the Parties submit to the non-exclusive jurisdiction of the courts of that State in all matters arising under this Agreement.
- 12.5 *Insurance.* PPT declares that it will have and maintain adequate public liability insurance to cover its activities conducted under this Agreement, but does not guarantee that it will be able to make any claim under such insurance in the event of any incident or accident affecting the Animal or Other Property.
- 12.6 *Relationship of Parties.* The Parties are independent contractors, and nothing in this Agreement is intended to make them joint owners of the Animal or Other Property, or business partners in the business of animal transportation.
- 12.7 *Variations.* These Terms & Conditions cannot be varied by the Owner except through the inclusion of Special Conditions in the Order Form, agreed to by PPT. The Parties may agree to vary the terms of an Order Form after it has been submitted to PPT by the Owner, provided that any variations proposed by the Owner are not binding upon PPT until PPT has notified the Owner that PPT accepts the proposed variations.
- 12.8 *Assignment.* The Owner may not assign the benefit of this Agreement to any other person or entity other than a purchaser of the Animal where the Owner has provided reasonable proof of the sale to PPT. PPT may assign the benefit of this Agreement to any purchaser of its business of animal transportation, and must notify the Owner sale of the business if any part of the Services or the payment for the relevant Fees and Costs remains incomplete.
- 12.9 *Notices.* Where any provision of these Terms & Conditions requires either Party to notify the other Party of any matter, that notification may be given in writing or by email to the address or email address of the receiving Party stated in the Order Form, or such updated address as may subsequently be notified to the sending Party, provided that the sending Party must always retain a copy of the notification, and, in the case of an email, must not have received any alert that the email was rejected or failed to be delivered successfully.
- 12.10 *Records.* PPT will keep records of its transactions with the Owner for a minimum of seven years after the date of the relevant Order.

### **13. Updating these Terms & Conditions**

13.1 These Terms & Conditions may be updated by PPT from time to time, but any such changes will not affect any current Order of the Owner but will apply from the next Order submitted by the Owner.

*[THIS VERSION OF THESE TERMS & CONDITIONS IS DATED: 29 February 2016]*