

JAN'S PET TAXI -Terms & Conditions

1 AGREEMENT TO THESE TERMS AND CONDITIONS

All parties to the contract, inclusive of the legal owner, shipper, receiver, or any other person or party who places the booking with Jan's Pet Taxi for the purposes of the contract, agreed to be considered the owner, and are deemed to have agreed and accepted to be bound by these Terms & Conditions, and to be jointly and severally liable for any additional costs that may be incurred on their behalf during the transport of the animal. Any person who contracts Jan's Pet Taxi to transport, or delivers an animal to Jan's Pet Taxi warrants that if they are not the legal owner of the animal, that they have the authority of the legal owner to do so.

2 YOUR STATUTORY RIGHTS

These terms & conditions do not affect the rights, entitlements and remedies conferred on a customer who is a 'consumer' under the Competition and Consumer Act 2010 (CTH) and the Fair-Trading Act 1987 (NSW)

3 DEFINITIONS

Animal means any animal or animals agreed to be transported and provided to Jan's Pet Taxi for the purpose of transportation.

Contract means the engagement of Jan's Pet Taxi to collect and deliver the animal at a specified time and place for the purposes of transporting.

Destination means the address of the receiver provided by the shipper.

Jan's Pet Taxi means Janet Nolan trading as Jan's Pet Taxi and her employees.

Legal Owner means the person or persons who own the animal and has the legal and rightful title the animal.

Owner means the legal owner, shipper, receiver, or any other party who enters into the contract by placing a booking with Jan's Pet Taxi.

Shipper means the person who has contracted Jan's Pet Taxi to collect the animal or animals from.

Receiver means the person Jan's Pet Taxi is contracted to deliver the animal or animals to.

4 PRICING & PAYMENT

All payments for transport of the animal are to be paid at the time of entering into the contract. Payments may be made by cash, credit card or bank transfer. Cheques will not be accepted.

Jan's Pet Taxi reserves the right to vary the price or quote provided if the animal size varies significantly from that provided when obtaining the price or quote, or if the destination is changed.

The price or quote for delivery and return of an animal to a veterinarian is inclusive of waiting time of 30 minutes after the animal is delivered to the veterinarian. Any time in excess of 30 minutes will be charged per 15 minutes increments of waiting time. This will be charged at the rate as indicated in our prices, and payment is to be made upon advice of the additional time charged.

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In the event that an animal is required to be boarded or kennelled for any reason which includes travel or collection delays beyond Jan's Pet Taxi control, the owner shall be responsible for all boarding costs which will be advised to the owner as soon as possible.

In the event that payment has not been made at the time of delivery Jan's Pet Taxi reserves the right to refuse delivery of the animal and to deliver the animal to a boarding facility which will be at the owners cost until such time the outstanding payment including these additional boarding costs has been received in full.

5 GENERALLY

Jan's Pet Taxi may collect information from and about the owner and their pets for the sole purpose of the provision of pet transport services and may disclose this information to others as necessary in the provision of these services. This includes but is not limited to other transporters, veterinarians, kennels or individuals with whom we would reasonably be expected to share information in provision of the services. Jan's Pet Taxi shall accept no liability suffered by any party as result of the disclosure of such information for any loss or inconvenience.

In the event that contact with the receiver is unable to be made to confirm the delivery details of the animal, or if Jan's Pet Taxi is unable to contact the receiver for delivery at the arranged time Jan's Pet Taxi may deliver the animal to an appropriate boarding facility at the owners cost until appropriate alternative arrangements are made and payment received in full. If in the circumstances, which are outside Jan's Pet Taxi control, the animal may be returned to the shipper and the owner may be responsible for the original cost of transport and any additional costs incurred.

Any times provided by Jan's Pet Taxi, at the time of booking, for pick up or delivery of animals are estimates only. We endeavour to ensure we can maintain an appropriate timetable however it is inevitable that at times we will be required to make alterations to our timetable or to cancel services due to traffic and weather conditions, mechanical breakdowns or any other reason beyond our control. Jan's Pet Taxi accept no liability for any loss, cost or inconvenience suffered by any party as a result of any deviation from arranged pick-up and delivery times or the cancellation of services.

It is a condition of transport that Jan's Pet Taxi are authorised by the owner to seek veterinary attention for any animal should it be deemed necessary whilst it is in our care. Jan's Pet Taxi shall make every effort to contact the owner prior to authorising appropriate treatment, however, in the event that we are unable to contact the owner, Jan's Pet Taxi have a duty of care to make such decisions as may be necessary, based on veterinary advice received. Any veterinary costs incurred shall be the owner's responsibility and, where possible, shall be billed directly to the owner. Any veterinary costs incurred by Jan's Pet Taxi shall be forwarded to the owner for reimbursement.

In the event we are required to take your animal to a vet, it is likely that the animal may be required to stay at the vet for an extended period of time and Jan's Pet Taxi may not be able to wait for treatment to be finalised. This may result in additional costs to the owner for extended care, boarding or alternative transport to complete the journey.

It is the owner's responsibility to notify Jan's Pet Taxi of any illness, medical condition or special needs relevant to their animal prior to the animal being collected for transport.

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It is not our policy to require vaccination certificates for animals being transported. It is the owner's responsibility to ensure that their own pet is appropriately vaccinated and protected. During transport animals may come into contact with other animals and may be walked in public places. Young pets should not be transported within 10 days of receiving their first vaccinations due to an increased risk to the animal of contracting diseases, becoming unwell or suffering from side effects in the immediate period following vaccination. Young pets transported within this period shall only be carried at the owners risk.

It is our policy that tranquilizers or sedatives should not be used on animals being transported due to increased health risks to animals under sedation. Where tranquilizers are required, they are to be arranged by the owner and prescribed and issued by the owners own veterinarian. Jan's Pet Taxi will not be held responsible for complications arising from the administration or use of tranquilizers or sedatives.

Jan's Pet Taxi reserve the right not to transport or handle any animal that is excess in weight or considered to present a danger to any person or other animal, and this shall be at the sole discretion of our staff.

6 LIABILITY

Whilst Jan's Pet Taxi conducts itself with the utmost care and attention to the animals, they are handled under the understanding that we are not to be held responsible for any loss, death, illness, injury or accident due to any cause whatsoever.

It is the owner's responsibility to satisfy themselves as to the circumstances of their animals transport arrangements and to notify Jan's Pet Taxi of any relevant details regarding their animal that may affect safe or appropriate transport.

Where any animal is collected from or delivered to another animal transporter or other third party at the request of the owner Jan's Pet Taxi accepts no liability for any loss, death, illness, injury or accident due to any cause whatsoever whilst the animal is in the care of that other party.

Where any animal is collected from or delivered to another animal transporter or other third party for the provision of services which form a part of the total contract, these Terms & Conditions shall be deemed to be applicable whilst the animal is in the care of that third party.

Nothing in these terms & conditions is intended to discharge Jan's Pet Taxi 's normal duty of care or liability in the event that Jan's Pet Taxi its staff are found to have failed in their care for the animal.

In the event that any dispute may not be reasonably resolved by the parties and legal action becomes necessary the Wyong Local court shall be deemed to be the appropriate jurisdiction for the filing of such legal action by either party.

7 REFUNDS

No refunds will be made for any cancellations made less than 2 days prior to the intended date of travel of the animal, as booked in the contract. Any refunds for cancellations made within 2 days of the intended date of travel of the animal remains at the sole discretion of Jan's Pet Taxi having regard to the individual circumstances of the cancellation.

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