

## TERMS AND CONDITIONS

This Agreement is entered into between D&C Lifestyle Pty Ltd (ACN 120 313 779) (**we, us, or our**) and you, the individual named in the Services Form (**you or your**), together the **Parties** and each a **Party**.

### 1. Our Disclosures

1.1 This Agreement does not intend to limit your rights and remedies at law, including any of your Consumer Law Rights. Please read this Agreement carefully prior to accepting. By accepting this Agreement, you agree that:

- (a) we will handle your personal information in accordance with our privacy policy;
- (b) you are indemnifying us for claims brought against you or us arising out of: (a) personal injury or death, or property loss or damage, caused by your pet; (b) any expenses incurred by us in the event we need to seek medical assistance for your pet; or (c) attending or responding to any third party complaint, inquiry, inquest or commission (including coronial inquest); and
- (c) subject to your Consumer Law Rights, we will not be liable for Consequential Loss, and our Liability for the supply of the Services will be limited to, at our discretion, to the Price paid by you to us in respect of the supply of the relevant Services to which the Liability relates.

### 2. Services

2.1 In consideration of your payment of the Price, we will provide the Services in accordance with this Agreement, whether ourselves or through our Personnel.

2.2 Notwithstanding clause 5, you agree that we may amend the Services or the Price at any time, by providing written notice to you. If you do not agree to any amendment made to the Services or Price, you may terminate this Agreement in accordance with clause 7.2.

2.3 All variations to the Services, or requests for new Services, must be agreed between the Parties and will be priced in accordance with any schedule of rates provided by us, or otherwise as reasonably agreed between the Parties. If we consider that any instruction or direction from you constitutes a variation to the scope of our obligations under this Agreement, then we will not be obliged to comply with such instruction or direction unless agreed in accordance with this clause.

### 3. Payment

3.1 In consideration for us providing the Services, you agree to pay us the Price (including any GST) in accordance with the Payment Terms specified in the ~~Services Form~~ Booking Portal which is found once you login.

3.2 **If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion, and without prejudice to any of our rights or remedies under this Agreement or at law):**

- (a) **after a period of 5 Business Days from the relevant due date, cease providing the Services, and recover, as a debt due and immediately payable from you, our reasonable additional costs of doing so (including all recovery costs); and/or**
- (b) **charge interest at a rate equal to the Reserve Bank of Australia's cash rate, from time to time, plus 2% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the relevant due date in accordance with the Payment Terms.**

### 4. Warranties and Representations

4.1 You represent, warrant and agree:

- (a) that your pet is registered with the applicable local council, wears an identification collar or tag with your current phone number and pet's name, and is microchipped;

- (b) that your pet is up-to-date with their vaccinations, regularly treated with flea and tick treatments, and in the past 30 days have been in good health and not ill with any uncontrolled medical conditions;
- (c) that your pet has not harmed or shown aggressive or threatening behaviour towards any person or animal;
- (d) that all information and documentation that you provide to us in connection with this Agreement is true, correct and complete;
- (e) to comply with our reasonable requests or requirements; and
- (f) if required as part of the Services, to provide our Personnel with safe access to your home free from harm.

### 5. Australian Consumer Law

5.1 Certain legislation, including the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth), and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the supply of the Services by us to you which cannot be excluded, restricted or modified (**Consumer Law Rights**). To the extent that you maintain Consumer Law Rights at law, nothing in this Agreement excludes those Consumer Law Rights.

5.2 Subject to your Consumer Law Rights, we exclude all warranties, and all material, work and services (including the Services) are provided to you without warranties of any kind, either express or implied, whether in statute, at law or on any other basis, except where expressly set out in this Agreement.

### 6. Limitations on liability

6.1 Despite anything to the contrary but subject to your Consumer Law Rights, to the maximum extent permitted by law, you are liable for, and agree to indemnify us and hold us harmless in respect of, any Liability that we may suffer, incur or otherwise become liable for (unless caused by our or our Personnel's negligent acts or omissions), arising from or in connection with:

- (a) any personal injury or death, or property loss or damage, caused by your pet;
- (b) any expenses incurred by us (including veterinarian fees) in the event we need to seek medical assistance for your pet; or
- (c) attending or responding to any third party complaint, inquiry, inquest or commission (including coronial inquest) in connection with any of the circumstances described in clause 6.1(a).

6.2 Despite anything to the contrary but subject to your Consumer Law Rights, to the maximum extent permitted by law:

- (a) neither Party will be liable for Consequential Loss;
- (b) a Party's liability for any Liability under this Agreement will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss; and
- (c) our aggregate liability for any Liability arising from or in connection with this Agreement will be limited to the Price paid by you to us in respect of the supply of the relevant Services to which the Liability relates.

### 7. Term and Termination

7.1 This Agreement will operate for the Term.

7.2 Either Party may terminate this Agreement at any time by giving ~~30 days' notice in writing to the other Party~~ notice via the Booking Portal. Any prepayments will be assessed and refunded if **48 hours notice is given**.

7.3 This Agreement will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if the other Party (**Defaulting**

**Party)** breaches a material term of this Agreement and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party.

7.4 Upon expiry or termination of this Agreement:

- (a) we will immediately cease providing the Services;
- (b) without limiting and subject to your Consumer Law Rights, you agree that any payments made by you to us are not refundable to you;
- (c) you are to pay for all Services provided prior to termination, including Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable under this Agreement; and
- (d) by us pursuant to clause 7.3, you also agree to pay us our additional costs, reasonably incurred, and which arise directly from such termination (including recovery fees).

7.5 Termination of this Agreement will not affect any rights or liabilities that a Party has accrued under it.

8. General

8.1 **Amendment:** Subject to clause 2.2 and clause 2.3, this Agreement may only be amended by written instrument executed by the Parties.

8.2 **Assignment:** We may assign this Agreement at any time by providing you with written notice.

8.3 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with this Agreement, to a debt collector, debt collection agency, or other third party.

8.4 **Disputes:** A Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, this Agreement (including any question regarding its existence, validity or termination) (**Dispute**) without first complying with this clause. A Party claiming that a Dispute has arisen must give written notice to the other Party specifying the nature of the Dispute (**Dispute Notice**). The Parties must meet (whether in person, by telephone or video conference) within 10 Business Days of service of the Dispute Notice to seek (in good faith) to resolve the Dispute. If the Parties do not resolve the Dispute within 20 Business Days of the date the Dispute Notice was served (or such further period as agreed in writing by the Parties), either Party may refer the matter to mediation, administered by the Australian Disputes Centre in accordance with Australian Disputes Centre Guidelines for Commercial Mediation. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

8.5 **Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under this Agreement if such delay or failure is caused or contributed to by any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

8.6 **Subcontracting:** We may subcontract the provision of any part of the Services without your prior written consent. We agree that any subcontracting does not discharge us from any liability under this Agreement and that we are liable for the acts and omissions of our subcontractor.

8.7 **Governing law:** This Agreement is governed by the laws of New South Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

8.8 **Notices:** Any notice given under this Agreement must be in writing addressed to the addresses set out in this Agreement, or the relevant address last notified by the recipient to the Parties in accordance with this clause. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

8.9 **Relationship of Parties:** This Agreement is not intended to create a partnership, joint venture, employment or agency relationship between the Parties.

8.10 **Survival:** Clauses 5, 6 and 7 will survive the termination or expiry of this Agreement.

9. Definitions

In this Agreement, unless the context otherwise requires, capitalised terms have the meanings given to them in the Services Form, and:

**Agreement** means these terms and conditions, the Services Form and any documents attached to, or referred to in, each of them.

**Business Day** means a day on which banks are open for general banking business in New South Wales, excluding Saturdays, Sundays and public holidays.

**Consequential Loss** means, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise:

- (a) any loss or damage that cannot be considered to arise according to the usual course of things from the relevant breach, act or omission, whether or not such loss or damage may reasonably be supposed to have been in the contemplation of the Parties at the time they entered into this Agreement as the probable results of the relevant breach, act or omission; and/or
- (b) without limiting subclause (a), any real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data.

However, the Parties agree that your obligation to pay us the Price under this Agreement will not constitute "Consequential Loss".

**Consumer Law Rights** has the meaning given in clause 5.1.

**Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to this Agreement or otherwise.

**Personnel** means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

**Price** means the price set out in the attached schedule of rates, as adjusted in accordance with this Agreement.

**Services** means the services set out in the Services Form, as adjusted in accordance with this Agreement.

**Services Form** means the services form to which these terms and conditions are attached.