

# Services Agreement

Date

Parties

**Name** Catherine Burgess ABN 13 362 241 355 t/as Time Out Pet Care  
**Short form name** Time Out Pet Care

**Name**

**Short form name** Customer

## Application of Terms and Conditions

- A The terms and conditions contained in this document (or otherwise made available to the Customer) apply to all Services the Customer requests Time Out Pet Care to provide unless otherwise expressly agreed in writing between the Customer and Time Out Pet Care.
- B By engaging Time Out Pet Care to provide the Services the Customer acknowledges and agrees that it is bound by and must comply with the terms and conditions notwithstanding that either Time Out Pet Care or the Customer has not signed this document or the document has not been signed correctly.

## Reference Schedule

### Item 1 Services

Time Out Pet Care will provide the Services referred to in Schedule 1 to these terms and conditions in relation to the following pets or animals: **[Insert description of the pets/animals]**

The Services will be performed at the following address: **[Insert address]**

### Item 2 Price and Reimbursable Expenses

The price for performing the Services is **[Insert the price for carrying out the Services.]** (exclusive of GST)

The Customer must pay Time Out Pet Care all Reimbursable Expenses incurred by Time Out Pet Care in connection with performing the Services which include but are not limited to any food or feed purchased by Time Out Pet Care for a pet or animal, any veterinary bills relating to a pet or animal, the costs of any travel required in addition to that anticipated to provide the Services, the costs of purchasing any equipment that has not been supplied to provide the Services and **[Insert any additional expenses to be recovered.]**

Signed for and on behalf of Time Out Pet Care	Signed for and on behalf of the Customer
Signature:	Signature:
Name: Catherine Burgess	Name: _____ Position: _____ The signatory declares that they have the authority to bind the Customer to this Agreement

# Terms and Conditions

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## 1. Definitions

**CCA** means the Competition and Consumer Act 2010 (Cth) and the Australian Consumer law as applicable in the relevant jurisdiction.

**FTA** means the Fair Trading Act in the relevant jurisdiction.

**Item** means an Item in the Reference Schedule relevant to the provision of the Services.

**Peak Periods** means:

- (a) NSW and ACT Public Holidays;
- (b) the period from and including 14 December to 31 January in any year;
- (c) NSW and ACT School holidays;
- (d) Easter (including Friday, Saturday, Sunday and Monday)

**Price** means the amount set out in Item 2.

**Reimbursable Expenses** means all charges incurred in by Time Out Pet Care in connection with the performance of the Services including those expenses referred to in Item 2.

**Service Period** means the period during which Time Out Pet Care is required to provide the Services as agreed and documented with the Customer.

**Services** means the services referred to in Item 1.

## 2. Provision of Services

- (a) Time Out Pet Care must provide the Services in a proper and workmanlike manner in accordance with all applicable laws.
- (b) Time Out Pet Care must provide the Services during the Service Period. Time Out Pet Care must use reasonable endeavours to provide the Services at the times (if any) documented with the Customer, however, the Customer

acknowledges that Time Out Pet Care may not be able to provide the Services at precisely the agreed times.

- (c) Time Out Pet Care must ensure that any person appointed by Time Out Pet Care to perform the Services is a fit and proper person to perform the Services.
- (d) Time Out Pet Care may but is not liable to engage a third party to provide veterinary or other services in relation to an animal if Time Out Pet Care reasonably considers it necessary to do so and may recover all such costs as a Reimbursable Expense. If the Customer has informed Time Out Pet Care of a preferred vet, Time Out Pet Care will use reasonable endeavours to ensure that vet provides any required services in relation to the animal. Time Out Pet Care may engage another vet in the event that the Customer's preferred vet is not available or in an emergency.
- (e) Time Out Pet Care may make written or video recordings relating to the performance of the Services.

## 3. Price and Payment

- (a) The Customer must pay:

- (i) the Price; and
- (ii) the Reimbursable Expenses,

within 7 days of receiving a properly rendered invoice.

- (b) Time Out Pet Care may request all or part payment before performing the Services or incurring any Reimbursable Expenses in which case Time Out Pet Care is not obliged to perform the Services or

- incur the Reimbursable Expenses until the requested payment is made.
- (c) Time Out Pet Care reserves the right to change the Price in the event that:
  - (i) a variation is requested by the Customer;
  - (ii) additional services are required by the Customer; or
  - (iii) additional services are required due to circumstances Time Out Pet Care could not have reasonably foreseen.
- (d) Time Out Pet Care will use reasonable endeavours to inform the Customer of any proposed changes to the Price as a result of an event described in clause 3(c).
- (e) Where Time Out Pet Care considers that it may be necessary to incur Reimbursable Expenses, Time Out Pet Care will use reasonable endeavours to inform the Customer of the requirement and the proposed expenditure before the expenditure is incurred.
- (f) all payments must be made by EFTPOS to account BSB: 112 908 Account No: 153 610 301, cash or cheque unless another payment method is approved by Time Out Pet Care.
- (g) The Price and any other money payable by the Customer does not include an amount on account of GST. If any supply made under this document is subject to GST, the Customer must pay to Time Out Pet Care an additional amount on account of GST.

#### **4. Customer's obligations**

- (a) The Customer must comply with the Customer's obligations as set out at Schedule 2 to these terms and conditions.

- (b) Time Out Pet Care may not be able to perform the Services in the event that the Customer does not comply with the Customer's obligations.
- (c) Time Out Pet Care is entitled to refuse to perform the Services if the Customer is in breach of the Customer's obligations referred to in clause 4.

#### **5. Customer warranties**

The Customer warrants that:

- (a) the Customer is the owner of all of the animals in relation to which the Services are to be performed and of the property on which the animals are located or is otherwise entitled to authorise Time Out Pet Care to perform the Services;
- (b) Time Out Pet Care is authorised to access the property on which the pets or animals are located to perform the Services and will be provided with any necessary keys or other devices to enable access to the property and any improvements on the property which Time Out Pet Care may be required to access in order to perform the Services; and
- (c) the pets or animals are not dangerous or illegal and those areas of the property and improvements that are required to be accessed by Time Out Pet Care to perform the Services are free from hazards.

#### **6. Indemnity and release**

The Customer indemnifies Time Out Pet Care against and releases Time Out Pet Care from any loss, damage, cost expense, claim, penalty, fine or liability arising from a breach of the Customer's obligations referred to in clause 4 or any breach of warranty referred to in clause 5.

#### **7. Risk**

- (a) The pets or animals remain at the Customer's risk at all times.

- (b) The Customer acknowledges that Time Out Pet Care will not be in attendance at the property on which the animals are located other than to the extent necessary to perform the Services. Time Out Pet Care accepts no responsibility in relation to the supervision of any animal outside of those times during which Time Out Pet Care is providing the Services.

## **8. Limitation of Liability**

- (a) Time Out Pet Care is not responsible for the injury or death of an animal that occurs during any period that Time Out Pet Care is performing the Services other than to the extent that the injury or death has been caused solely by the gross negligence of Time Out Pet Care.
- (b) Time Out Pet Care is not responsible for any damage, theft or accident relating to the Customer's property except to the extent that the damage, theft or accident has been caused solely by the gross negligence of Time Out Pet Care.
- (c) If Time Out Pet Care engages a third party to provide any service related to the health or wellbeing of an animal it does so at the Customer's risk and expense.
- (d) Time Out Pet Care's liability in relation to any claim arising in connection with the Services is limited, at Time Out Pet Care's option, to an amount equal to the Price payable by the Customer for the Services.
- (e) Unless the Customer provides Time Out Pet Care with notice of claim or intention to claim within 48 hours after the completion of the Services, Time Out Pet Care is discharged of all liability whatsoever in connection with the Services provided.
- (f) Time Out Pet Care will not be liable to the Customer for any indirect and/or consequential loss and/or

expense (including loss of profit) suffered by the Customer arising out of a breach by Time Out Pet Care of these terms and conditions.

- (g) In the event of any breach of these terms and conditions by Time Out Pet Care the remedies of the Customer are limited to damages which under no circumstances will exceed the Price.

## **9. Cancellation Fees**

The Customer may cancel a request to perform Services at any time provided that if cancellation occurs:

- (a) less than 7 days before the Services are due to commence in relation to Services that are to be provided at any time within a Peak Period – 100% of the Price is payable;
- (b) more than 7 days before the Services are due to commence in relation to Services that are to be provided at any time within a Peak Period – 50% of the Price is payable;
- (c) less than 7 days before the Services are to commence in relation to Services that are to be provided at any time outside a Peak Period – 50% of the Price is payable;
- (d) more than 7 days before the Services are to commence in relation to Services that are to be provided at any time outside a Peak Period – 25% of the Price is payable.

For the avoidance of doubt if cancellation occurs in relation to Services to be provided partially within and partially outside Peak Periods the amount payable on cancellation will be apportioned accordingly.

Time Out Pet Care is entitled to recover any Reimbursable Expenses actually incurred by Time Out Pet Care prior to cancellation.

## **10. Overdue Payments**

- (a) Interest on overdue invoices will accrue daily from the date when

payment becomes due, until the date of payment, at a rate of ten percent per annum which is to be calculated and compounded on a monthly basis.

- (b) If the Customer defaults in payment of any invoice when due, the Customer indemnifies Time Out Pet Care from and against all costs and disbursements incurred by Time Out Pet Care in pursuing the debt including legal costs on a solicitor and own client basis.

## **11. Application of legislation**

- (a) Nothing in these terms and conditions is intended to have the effect of contracting out of the application of the CCA or the FTA, except to the extent permitted by such legislation where applicable.
- (b) Where the Customer acquires the Services as a consumer these terms and conditions are subject to any laws or legislation governing the rights of consumers and shall not affect the consumer's statutory rights.

## **12. General**

### **12.1 Entire agreement**

- (a) These terms and conditions constitute the entire agreement between the parties and supersede all previous agreements or understandings between the parties.
- (b) These terms and conditions apply notwithstanding any inconsistency with anything said or implied in any earlier or subsequent document except to the extent expressly set out in writing in a subsequent document.
- (c) The Customer has not relied on any representation, warranty or other provision other than as set out in these terms and conditions except as expressly stated in writing.

- (d) If any provision of these terms and conditions is invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- (e) The Customer is not entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Time Out Pet Care nor to withhold payment of any invoice because part of that invoice is in dispute.
- (f) Time Out Pet Care may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- (g) Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- (h) The Customer must not assign or otherwise transfer any right arising out of this agreement without the prior written consent of Time Out Pet Care.
- (i) The failure by Time Out Pet Care to enforce any provision of these terms and conditions will not be treated as a waiver of that provision, nor shall it affect Time Out Pet Care's right to subsequently enforce that provision.
- (j) These terms and conditions do not create a relationship of employment, agency or partnership between the parties.

### **12.2 Governing law and jurisdiction**

This contract is governed by the law of the New South Wales and each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

# Schedule 1 – Services to be provided by Time Out Pet Care

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Time Out Pet Care is responsible for performing the following services:

1. Completing a site report (home or farm) at each initial appointment.
2. Documenting your requirements and the needs of your pets/animals.
3. Undertaking those tasks agreed and documented with you at the initial appointment and at such times (if any) agreed and documented with you or otherwise at times reasonably determined by Time Out Pet Care (**Scope of Services**).
4. Updating you in relation to the care of your pets and animals in such manner and at such times as agreed and documented with you (if any) and otherwise as reasonably determined by Time Out Pet Care.
5. Informing you of all changes to your animals/pets behaviours or eating patterns as soon as practicable and provided that you are contactable.
6. Providing you with confirmation of Insurance and Pet Industry Association Membership at the initial appointment.

## **Additional Services**

Subject to availability Time Out Pet Care may perform Services in addition to the Scope of Services. Such Services may include:

- additional visits to give medication or exercise;
- attendance at supermarkets or produce shops to purchase food for animals;
- attendance at appointments;
- stable cleaning; and
- watering gardens.

Unless a service is included in the Scope of Services it will be treated as an additional service. Any additional services will be performed at an additional charge agreed with you prior to the additional services being provided or if no such amount is agreed at a reasonable rate plus expenses determined by Time Out Pet Care given the nature of the Services provided.

**Note: Time Out Pet Care is committed to maintaining your privacy. In performing the Services Time Out Pet Care will take all reasonable steps not to publicise your absence.**

## Schedule 2 – Customer's obligations

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The Customer is responsible for providing (as applicable for the relevant pets or animals):

1. a safe environment free from all hazards that can inflict pain or injury or which allows animals to escape from the property;
2. well maintained secure fencing (boundary and or house fencing as applicable);
3. if applicable, a well maintained pet enclosure that is safe and incorporates shade and shelter at all times of the day and year;
4. clear and concise instructions if further instructions are required at any time while the Services are being provided;
5. access to water (bowls to be provided by the owner and to be in good condition);
6. all food for all animals (unless this falls within the Scope of Services or is required as an Additional Service);
7. adequate clean feeding utensils for large and small animals;
8. suitable fencing and pet/animal accommodation in good repair;
9. details to Time Out Pet Care of any behavioural issues or pre-existing health conditions associated with each animal;
10. ensuring that medications are clearly labelled with names/amounts and are in date;
11. a poo scoop that is in good condition;
12. clean stable materials;
13. tools in good working condition;
14. horse rugs in reasonable condition and all leg straps and chest straps in good order and repair;
15. halters and lead ropes in good working condition;
16. notice to their vet of the alternative arrangements while they are away and making arrangements for payment if payment is required to be made to the vet while they are away;

The Customer must:

17. ensure all animals are trained and sociable
18. ensure that where an animal is ill or has a condition the Customer informs Time Out Pet Care of the animal's circumstances and the Customer ensures that the animal has been cleared by a vet to be cared for on farm or at their home.