

AUSSIE PET CONNECTIONS

Terms & Conditions for Booking, Access, use of our website and for Pet Transport:

Please read the following terms and conditions carefully. You must be 18 years of age or older and when you make a booking or engage our services, you acknowledge that you understand and agree with the following terms and conditions.

References to “us”, “we” “company” and/or “our” in these terms and conditions shall mean AUSSIE PET CONNECTIONS, its employees, its member agents and employees of its member agents. References to “you” means a user of this website. All references to “you” or “Customer” in these Terms and Conditions or elsewhere on the website shall be interpreted to include “Owner”, “breeder”, “sender” and/or “receiver”

These terms and conditions apply to bookings you make with us (in-person, on our website, over the phone or by email).

Liability

1. While the utmost care and attention is given to your Pets, they are handled with the understanding that, to the extent permitted by law and subject to the applicable limitations and exclusions otherwise set out in these Terms and Conditions, AUSSIE PET CONNECTIONS, our employees, subcontractors and agents (including airlines):
 - a. will at no time to be held responsible for loss, death, illness, injury or accident due to any cause (other than negligence), either natural or accidental; and
 - b. will not be under any liability and are hereby released from any liability for any indirect, incidental, special or consequential loss or damage (including pain and suffering, emotional or psychological loss and damage, loss of opportunity, indirect, remote, abnormal or unforeseeable loss or any similar loss whether or not in the reasonable contemplation of the parties at the time of agreeing to these conditions or the provision of any Services) arising out of the supply or use of the Services, death of or injury to your Pet, failure to supply, or out of any breach of contract or warranty including breach of an essential term.
2. It is always the Customer’s responsibility to ensure that the animal is fit for travel including but not limited to the animal being social, non-aggressive, of an appropriate age, has had appropriate vaccinations, worming, flea & tick treatments and does not suffer from travel stress or separation anxiety. We do not know the condition or temperament of your pet and will not be held accountable for any failure on the Customer’s part to ensure its suitability for transport.
3. It is the Customer’s responsibility to satisfy themselves as to the circumstances of their animal’s transport arrangements and to notify us of any relevant details regarding their animal that may affect safe or appropriate transport.

YOU MUST BE MINDFUL OF WEATHER CONDITIONS. *Note: Especially If the weather is 35 degrees Celsius or above, please reschedule your flight or other transport. Weather at these temperatures can have extreme adverse effects on your animals/birds, some even resulting in death. It is the customer's responsibility to decide if the heat or other weather conditions on day of flight is too much for the animal no matter what the Temperature.*

4. Where an animal is collected from or delivered to another animal transporter or other third party at the request of the Customer, we accept 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.
5. Where an animal is collected from or delivered to another animal transporter or other third party for the provision of services arranged by and which form a part of the total contract with us, these Terms & Conditions shall be deemed to be applicable whilst the animal is in the care of that third party.
6. We accept no responsibility or liability for any other items of paperwork, baggage or freight that may be provided to us for delivery along with your pets. We recommend you send all copies or original documents by Registered Post or that copies are made of any important paperwork that will be sent with your pets to protect against possible loss.
7. Nothing in these Terms and Conditions is intended or will be construed as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of all or any of the provisions of Division 1 of Part 3-2 of the Australian Consumer Law (Consumer Guarantees).
8. Our maximum aggregate liability to you:
 - a. for failure to comply with a Consumer Guarantee (where applicable) under the Australian Consumer Law in respect of the supply of the Services which are not of a kind ordinarily acquired for personal, domestic or household use or consumption; and
 - b. for loss or damage suffered by you as a result of any breach of this Agreement or in relation to this Agreement or the Services, is limited, at our sole discretion, to:
 - i. supplying the Services again; or
 - ii. paying the cost of having the Services supplied again.
9. You should ensure that you have adequate insurances to cover any risks.

When we book an agent/road transporter/flights or similar transport on your behalf, the liability for loss or injury to the animal is with that third party, as we are merely booking the transport on your behalf. Live animals are carried at the sole risk of the Customer, and we shall not be liable for any loss whatsoever.

Quotations and Fees

The Quotation:

- a. sets out the full list of Services to be provided for the Fees;

NOTE: Quotes for flights requiring agents to lodge/hand over animals or other services may need adjusting depending on the time-of-day agents are required to be at the airport and flight availability:

Fees can vary from port to port

When utilizing the website AUTOMATIC QUOTING SYSTEM, ensure you allow for attendance times (agents required 2 hours prior to flight departure and 30 minutes after arrival).

Agent fees are based on airport attendance times.

Tier Surcharges apply outside business hours.

IE; If your departure is at 7am or 10pm arrival, agent surcharges will be charged at 5am or 10pm Tier and so on. Surcharges will be advised at quoting.

- b. air-freight prices are provided to you based on the total weight) of the Pet/s (including crate & anything that adds weight to the shipment) for Virgin flight bookings or dimensions of your travel container/s, (if cubic weight is greater than actual weight) for Qantas flight bookings. This information is given by you to us. If there is any increase in the weight of the Pet or size of travel container/s, you will be required to pay an additional Fee in accordance with our schedule of fees or as required by the carrier, which are subject to change by the carrier.
- c. is based on current tariffs and subject to change from time to time. Price changes may occur due to matters outside our control which increase the cost of the product or service. Such factors may include adverse currency fluctuations, fuel surcharges, taxes and airfare increases.
- d. will be deemed to have been accepted by you when we receive full payment of the sum quoted.
- e. Our invoice to the Customer, per the quotation, will be deemed to include later changes or amendments that do not affect the original quotation.

Payment Terms

1. On the website, YOU will be asked for payment at time of booking. Final payment of the quoted sum is required to be RECEIVED by us no later than 48 hours prior to departure unless otherwise stated or agreed. Failure to make payment on time may result in cancellation of the booking or the need to re-schedule with increased expenses. ALL airfares or services must be paid in full at the time of booking.
 2. Acceptable payment methods are credit card or direct deposit.
 3. AUSSIE PET CONNECTIONS reserves the right to charge a surcharge for all payments made by credit card.
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Amendments and cancellations

1. Once we receive the transport/boarding information and booking request from you, any amendments to a booking will incur fees. Fees will vary depending on the change required and will be advised prior to making any amendments to your booking.
 2. All amendments to a booking and any variations to this Agreement must be agreed in writing by AUSSIE PET CONNECTIONS, unless otherwise indicated by us.
 3. If you cancel a booking, we will charge you a cancellation fee of no less than \$33.00 along with any additional costs AUSSIE PET CONNECTIONS may have reasonably incurred prior to receiving notice of the cancellation of the booking.
- 3a. Any cancellation same day as departure NIL REFUND
- 3b. Any cancellation one business day prior to departure 50% refund
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Veterinary attention

It is a condition of transport that AUSSIE PET CONNECTIONS are authorised by the Customer to seek veterinary attention for any animal should it be deemed necessary whilst it is in our care. We shall make every reasonable effort to contact the Customer prior to authorising appropriate treatment. However, if we are unable to contact the Customer, AUSSIE PET CONNECTIONS have a duty of care to make such decisions as may be necessary, based on veterinary advice received. All veterinary costs incurred shall be the Customer's responsibility and, where possible, shall be billed directly to the Customer. Any veterinary costs incurred by AUSSIE PET CONNECTIONS shall be forwarded to the Customer for immediate reimbursement. The Customer agrees to be available on the phone at all times whilst their animals are in our care. **If veterinary attention is required, the Customer authorizes us to get the veterinary care and have the services invoiced directly to the Customer.**

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 and we will not be able to wait for treatment to be finalised. This may result in additional costs to the Customer for extended care, boarding or alternative transport to complete the journey.

It is the Customer's responsibility to notify AUSSIE PET CONNECTIONS of any illness, medical condition or special needs relevant to their animal prior to the animal being collected for transport. In the event that an animal requires veterinary attention during transport AUSSIE PET CONNECTIONS is not obligated to refund any prepaid transport fees.

Brachycephalic breeds and Brachycephalic Airway Obstruction Syndrome (BAOS)

AUSSIE PET CONNECTIONS "**Policy regarding the Transport of Brachycephalic Dogs and Cats**", which can be found on our website, shall be deemed to form a part of these terms & conditions if we are contracted to transport an animal that is of a Brachycephalic breed. This policy includes all terms and descriptions set out in that policy, as well as the following conditions:

The Customer acknowledges that:

- a) Their animal /s, being of a brachycephalic breed, are at a greater risk of suffering from BAOS during transport and that they understand that AUSSIE PET CONNECTIONS will only accept such animals for transport wholly at the Customer's risk.
- b) It is the Customer's responsibility to understand the risks to their animal associated with BAOS and to properly assess the animal's condition and suitability for transport.
- c) Their dog/cat has not previously required treatment for respiratory problems or heat stress.
- d) Our drivers may refuse to accept the dog/cat for transport if it shows signs of advanced BAOS or is obese. In the event that a dog is not accepted for transport AUSSIE PET CONNECTIONS is not obligated to refund any prepaid transport fees.
- e) In the event of weather conditions being forecast above 20 degrees, high humidity or storm conditions, AUSSIE PET CONNECTIONS may postpone or cancel the transport of brachycephalic breeds. It is the responsibility of the Customer to check weather forecast up to and including on the day of transport.

Inoculations and parasite treatments

1. Where the Services include accommodation or transport that requires inoculations and parasite treatments, you must provide valid and current inoculation certificates to us prior to the provision of Services. In most instances inoculations and deworming are to be carried out within two weeks of travel. You are responsible for ensuring the inoculations/treatments are valid and current.
2. While inoculation/treatments are an additional step to ensure your pet's safety and comfort, not all airborne infections are preventable. AUSSIE PET CONNECTIONS, our employees, subcontractors and agents will not be held liable for and are released from liability for infection of your Pet.

Sedatives

Where your Pet requires sedatives or you make a written request that we use sedatives on your Pet, sedatives are strictly to be arranged by you and to be prescribed and issued by your regular veterinarian. AUSSIE PET CONNECTIONS, our employees, subcontractors and agents will not be held responsible for and are released from liability for any over dosage, any side effects or death of your Pet due to the use of sedatives when used in accordance with the instructions provided with the sedative. AUSSIE PET CONNECTIONS recommend against the use of sedatives during transit.

Dangerous animals

We reserve the right to refuse to transport or handle any animal that is considered to present a danger to any person or other animal, and this shall be at OUR sole discretion.

Insurance

We carry insurance for our business and for legal liability that may accrue in our provision of services and pet transport.

We strongly recommend that you take out travel insurance to cover all your travel arrangements.

1. Your Pet is transported entirely at your risk and it is your responsibility to take out and maintain comprehensive insurance on your Pet with a reputable insurer for all risks associated with travel, including illness, injury, infection, death and damage to any other animal, person or property caused by or contributed to by your Pet.
 2. Insurance for you and your pet/s during the provision of Services is not included in the Fee.
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Flight Bookings

Weights are charged "UP TO" your specified weight. There are no refunds for weights that are recorded under specified weight on day of lodging. When dropping off your animal, it is your responsibility to ensure your weight is correct. Please ensure you have total weight, including crate, bedding/water, anything that adds weight to the shipment, correct at time of booking. If the weight recorded at time of lodging is greater than the booked weight allowance, you will receive an email with the recorded weight and the cost of the extra weight plus the applicable administration fee, which is required to be paid on the day. You must send a screenshot of payment to us on the phone number we provide at the time OR send an email with proof of payment. You can ask airline staff for the recorded weight before you leave your animal. If you do not, and your weight is over the allowance on your quote/invoice we cannot dispute it later and payment must be made.

Travel documents

You may be required to provide travel documentation, specifically for international travel, including but not limited to: vaccination documentation, permit, fit to fly certificate or other international or customs documentation. Failure to provide such documentation will result in the inability to transport your pet. Any additional costs will be passed to you along with administration fees.

Agency

We may act as an agent for and sell various travel related products as agent on behalf of, numerous transport, accommodation and other service providers, such as airlines, coach, rail and cruise line operators, as well as our wholesalers. Any services we provide to you are collateral to that agency relationship. Our obligation to you is to (and you expressly authorise us

to) make travel bookings on your behalf and to arrange relevant contracts between you and travel service providers. We exercise care in the selection of reputable service providers, but we are not ourselves a provider of travel services and have no control over, or liability for, the services provided by third parties. All bookings are made on your behalf subject to the terms and conditions, including conditions of carriage and limitations of liability, imposed by these service providers. We can provide you with copies of the relevant service provider terms and conditions on request.

Termination

1. The Transport Agreement (the Agreement) includes these Terms and Conditions, the Quote, any agreed WRITTEN amendments (which may be verbally authorized by you) and any acceptances by you. The Agreement may be terminated without cause by either party at any time prior to payment of the Quoted fee.
 2. The Agreement may be terminated at the option of either party (Innocent Party) without prior notice if:
 - a. the other party (Breach Party) commits a material breach of its obligations under the Agreement and fails or is unable to remedy such breach within 7 days after receiving written notice from the Innocent Party requiring the breach to be remedied; or
 - b. a receiver, receiver and manager, manager, official manager, administrator, provisional liquidator, liquidator or trustee in bankruptcy is appointed to the Breach Party or to all or any substantial part of the assets and undertakings of the Breach Party.
 3. We will cease to provide the Services to you upon termination of the Agreement.
 4. Termination of this Agreement in accordance with this clause will be without prejudice to any accrued rights of either party under the Agreement.
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Waiver

No waiver by us of any breach of the Agreement operates as a waiver of any other breach, and the doing and/or omission of any act, matter or thing whatsoever by us, our employees or agents (which but for this clause ought or might amount to a waiver of our rights in respect of any such breach or default) does not operate as a waiver in any way of our rights and powers in respect of such breach or default.

Relationship

The relationship between us pursuant to the Agreement shall be and deemed to be as independent contractor and customer and not that of employment, partnership, joint venture or agency.

Force Majeure

1. Neither party is liable for any delay or failure to perform its obligations other than your obligation to pay the Fees pursuant to the Agreement, if such delay or failure is due to Force Majeure.
2. If a delay or failure by a party to perform its obligations due to Force Majeure exceeds 30 days, either party may immediately terminate the Agreement by written notice to the other.

Governing law

This Agreement is governed by and construed in accordance with the laws of the State of Victoria, Australia and the parties irrevocably submit to the exclusive jurisdiction of the courts of or in that State and Courts of appeal therefrom.

Whole agreement

This Agreement sets out the entire agreement and understanding between the parties with respect to the subject matter and supersedes all prior agreements, understandings and representations, including representations made on AUSSIE PET CONNECTIONS' website.

Privacy and Confidentiality

We understand that you value your privacy and wish to have your personal information kept secure. You can view the full text of our Privacy Policy and Privacy Collection Notice, which sets out how we collect and deal with your personal information, upon request from us. By providing us with your personal information you are confirming your acceptance of our Privacy Policy and Privacy Collection Notice. You agree that all information exchanged or received from us to you will remain confidential and not be disclosed to third parties without our express written consent.

DEFINITIONS

In these terms and conditions,

References to “us”, “we” “company” and/or “our” in these terms and conditions shall mean AUSSIE PET CONNECTIONS, its employees, its member agents and employees of its member agents.

References to “you” means a user of this website.

All references to “you” or “Customer” in these Terms and Conditions or elsewhere on the website shall be interpreted to include “Owner”, “breeder”, “sender” and/or “receiver”

Fees means the charges (in Australian dollars) payable by you to us for the provision of Services, as set out in the Quotation or any other policies on our website or attached and incorporated in to these Terms and Conditions

Force Majeure means a circumstance beyond the reasonable control of the parties which results in a party being unable to observe or perform on time an obligation under this Agreement. Such circumstances include, without limitation, acts of God, acts of government, war or other hostility, terrorism, national or international disaster, fire, explosion, power failure, equipment failure, strike or lockout, storm, inability to obtain necessary supplies and any other Force Majeure occurrences.

Pet means the animal in respect of which the Services are provided and Pets has a corresponding meaning.

Quotation means a written quotation given by us to you in respect of the Services based on the information provided by you to us. This may include our online or electronic quotation system in use at the time and you authorize us to make a booking /quote request on your behalf, pursuant to your instructions to us and also subject to reasonable changes in dates, times or such other circumstances as requested by the Customer. The customer agrees and authorizes us to provided updated quotes and relevant invoices if circumstances change or additional charges accrue.

Services means the services provided by us to you as set out in the Quotation and all matters necessarily related to the provision of the services or ancillary to the provision of the Services and includes transport, as applicable.

Subcontractor means any person we arrange to provide the Services and their employees, agents and subcontractors.

Our “Terms and Conditions” includes all contents of this document, plus all policies, procedures and other documents attached hereto, which are all subject to updates and changes from time to time.

Declaration

You acknowledge that you are 18 years of age or older and have the relevant authority to book travel for the pet(s) requests, and that you understand and agree with the above Booking Terms and Conditions and our Privacy Policy, which may be amended by us from time to time.