



PENNY PAWS PETCARE LTD – Terms and Conditions

Terms and Conditions for the engagement of Penny Paws Petcare Ltd (PPPL).

In effect from 11 June 2014.

Privacy is Important to Us

PPPL is committed to protecting your privacy, and we abide by New Zealand's Privacy Act. Personal information is provided by you to PPPL to enable us to provide you and your pets with personalised pet care.

The engagement of PPPL for any of its services constitutes acceptance of the terms and conditions set out in this agreement.

Obtaining Personal Information

Because of the nature of our business, it is necessary for us to obtain personal information from you from time to time. We will not however be unduly intrusive nor obtain or use information in an inappropriate manner. We will only ask for and use personal information we reasonably need to conduct our business.

Changes to the Privacy Policy and Terms & Conditions

We may update this Privacy Policy and Terms & Conditions (below) from time to time.

1. General

1.1. Below are the Terms & Conditions for PPPL. They represent the terms by which PPPL will undertake work.

1.2. The formal engagement of PPPL and/or the performance by PPPL of any service constitutes acceptance of the Terms & Conditions set out in this agreement.

2. Terms of Agreement

2.1. This agreement will come into effect on the date of engagement (refer Client Registration Form) and will continue until it is terminated in accordance with the agreement. Where a signed Client Registration Form is not available for any reason, the date applicable will be first time PPPL performs on the contract or the date of the client's first payment.



3. Charges and Payment

3.1. All prices and charges are expressed in New Zealand Dollars and are GST inclusive.

3.2. Contract prices or rates for services quoted shall remain valid for 28 days only unless withdrawn or amended earlier.

3.3. The Client shall pay PPPL for all services performed in accordance with services to be provided as per clause 4.1 of this agreement.

3.4. In this agreement, services means the work to be performed by PPPL as described in clause 4.1 of this agreement.

3.5. For non-payment of an invoice by the due date, PPPL reserves the right to withdraw from its service contract.

3.6. Where invoices for goods or services remain unpaid for more than 7 days after due:

(a). PPPL may charge 15% per annum on outstanding balances;

(b). without relieving the Client of the obligation to pay, PPPL may revoke the services granted to the Client under this agreement until full payment is made;

(c). Without extinguishing client liability, PPPL may in its discretion cancel the contract without penalty.

3.7. In the event of default on payment, the Client shall be liable for PPPL for all costs and expenses (including legal costs on a solicitor/client basis and any debt collection costs) of recovering payment.

3.8. If the client cancels or changes a booking with less than one week's notice, then a cancellation fee of 10% of the total invoice will be incurred, unless the service is rescheduled for another time.

3.9. All bookings cancelled with less than 48 hours' notice may incur a cancellation fee of 50% of the total booking.

3.10. If a service has had to be cancelled by PPPL due to weather or other circumstances beyond its control, then the service fee will be refunded in full, unless the service can be rescheduled for another time.

3.11. If payment is not made in accordance with the terms and conditions of this agreement, then PPPL reserves the right to withdraw the service(s) immediately.

3.12. Further, in the event of any default under this agreement, PPPL reserves the right to withdraw from the contract; in which case, PPPL will no longer be bound by the terms and conditions contained within the contract.



3.13. The client agrees to pay for any and all damage suffered by PPPL to person, property or business, where the damage results from any action and/or omission by the client, the clients pet and/or the clients' representative. PPPL will endeavour to seek the best quote, within reason, but in certain circumstances will of necessity seek immediate repair/treatment as needed, and the client agrees to reimburse PPPL for this cost or costs, either singular or ongoing, within 2 weeks of PPPL incurring the cost. Where payment occurs after 2 weeks, PPPL reserves the right to apply an additional 10% charge per month until the debt has been paid in full.

4. Services

4.1. PPPL agrees to provide the services specified in the booking form or as organised subsequently.

4.2. Services provided will be carried out in accordance with the requirements of the client and agreed by PPPL, as identified on the original meeting, or varied from time to time by arrangement, but subject to clause 4.3. below.

4.3. If PPPL is unable, for any reason, to complete or execute the services agreed, then PPPL may opt to provide a suitable substitute and will consult with the client where possible. Where consultation is not possible, for any reason, PPPL may make unilateral changes, including the use of third parties etc, to enable the fulfilment of the agreed service.

4.4. If the PPPL fails to commence or complete the services promptly and efficiently and as a result the client incurs loss or damage then PPPL shall be liable for such proportion of loss or damage as is attributable to the PPPL failure. If, for reasons out of PPPL's control, the service is not able to be carried out, and the client suffers a loss of any kind, the client accepts that PPPL will not be held responsible for the loss suffered.

4.5. Where PPPL accepts control of keys to a clients' house, PPPL will take all care in ensuring the ongoing security of those keys whilst they are in PPPLs care. PPPL will take all care to ensure that the door used to gain access to the clients' house, in the performance of the duties they have been engaged to carry out, is locked on leaving. PPPL does not accept liability for the security of other doors/windows which might have been left unsecured by parties other than PPPL. All keys retained by PPPL will be kept in a locked location with no identification of address. Where PPPL has taken these precautionary steps, PPPL does not accept liability where those keys are stolen, by a 3rd party, and used for illegal purposes.

4.6. There are times when dogs will be walked off lead. All group walks are in the first instance off lead, but PPPL will as needed walk dogs on lead. Group walks are deemed to be any walk where more than one owner's animals are present.



4.7. On occasion PPPL will need to leave clients pets unsupervised either in PPPL vehicles or at PPPL's premises. In such instances PPPL will make every effort to ensure that such pets are not left for long periods or in situations which are unsafe. If a loss is suffered during such times, PSCL will accept liability arising from but limited to its own negligence.

5. Health and Safety

5.1. The client warrants that their pet(s) are in good health at all times. PPPL will take care to ensure the ongoing health and safety of the clients pet(s), but the client accepts that there are times when their pet(s) may become sick, ill or even injured through no fault of PPPL. The client accepts this and indemnifies PPPL against any cost and/or damages that result from any sickness, illness or injury that occurs during or results from PPPLs performance of the contracted services. (a). The client must understand that during off lead walking dogs can play rough with other dogs, and as a result some nipping, biting and scratching etc may occur. This is a normal part of off lead walking in a large group of dogs, especially where dogs from outside the "group" may interact with the PPPL group. While not desirable, and clearly PPPL will try to stop it, it is almost inevitable that some minor cuts, scrapes, soreness etc will result. Where PPPL identifies such has occurred, efforts to provide suitable first aid will be taken immediately and/or owners informed. But often dogs will not present with their ailments before PPPL returns the animal to the owners' property. The client agrees to indemnify PPPL against such outcomes. (b). Occasionally when a dog is particularly excited it may need to be restrained on a lead in order to better ensure its and other dogs safety during the walk. PPPL reserves the right to determine how long any pet needs to be restrained for during any given walk. On rare occasions a dog may need to be put in the PPPL vehicle, or even returned to its home, while the walk continues to better ensure its own safety, the safety of other dogs and other users of the space where the walk is taking place. 5.2. The client agrees to be responsible for ensuring that the work environs of the representative of PPPL are compliant with the requirements of the Health and Safety in Employment Act 1992. 5.3. The client will indemnify PPPL for and against all liabilities arising out of or in connection with any loss, cost, damage or injury caused directly or indirectly by the performance of the PPPL obligations provided such loss, cost, damage or injury are not caused or contributed to by any act, default or negligence on the part of PPPL or their representative. The indemnity should include and extend to all costs and expenses incurred by PPPL representative during investigating or defending any claim.

6. Insurance

6.1. Where the Client requires an employee of PPPL to drive a Client's car, responsibility for ensuring appropriate insurance cover rests with the Client. If for any reason insurances fail to cover PPPL for any



reason, then the client agrees to indemnify PPPL for any and all liability for losses incurred by either the client or third parties.

6.2. The responsibility of ensuring property, contents and any pets are adequately insured, whilst PPPL provides its services, is the responsibility of the Client.

6.3. The Client acknowledges that even with the best of care, accidents and illness can occur with pets, and therefore release PPPL from liability should this occur whilst the pet is in a Pet Care Service's care.

7. Miscellaneous

7.1. The Client will provide all food and other supplies necessary for the full care of their pet. Any food or veterinary expenses incurred by the PPPL during the course of the assignment must be reimbursed by the Client, as per s3 above.

7.2. Where PPPL is unable to contact the client directly for advice on veterinary care, PPPL will make all decisions based on the furtherance of the life of the pet in question. All costs associated will be borne by the client without limit. Where the client wishes to limit veterinary care, this must be noted expressly on the Client Registration form and signed.

7.3. PPPL will endeavour to fulfil the contracted services, but where extremes of weather make this impractical or unsafe, PPPL reserves the right to postpone the service until the next day when the service is not impacted. PPPL will contact the client to explain what has happened and discuss what options suit both parties.

7.4. Many clients specifically request "every second day" arrangements, however PPPL is unable to accept liability for any damage suffered by the client or any other person/organisation/group/company, that results from such an arrangement. The client, by engaging PPPL, accepts this without reservation and accepts all liability that PPPL might otherwise incur.

7.5. Occasionally a client's dog may run off or otherwise become separated from the PPPL representative, requiring PPPL to look for that animal. Where the recovery of that pet takes longer than 30 minutes, PPPL reserves the right to charge the owner of the pet involved the full cost of time expended at PPPL's hourly rate, which is determined at the current rate for an individual dog walk or \$25/hour, whichever is the greater. Further, where PPPL incurs further loss due to the recovery of a pet in this situation (eg. Due to later missed work), then PPPL reserves the right to charge the first client in this instance the full sum of any and all lost income suffered as a consequence of the earlier efforts.



7.6. PPPL reserves the right to amend these Terms and Conditions of Engagement without notification to the Client.

7.7. Occasionally PPPL will need to finish a walk short of the full hour. PPPL will do so only where illness, safety or weather conditions dictate that the walking of a clients' dog be pulled up short. In these situations, the client recognises that there will be no refund. In any other situation where the walk is ended early, PPPL will discuss with the client what happened and offer the client later additional time in proportion to the lost time, at no cost to the client. Where discussion with the client is impractical or not possible, PPPL will take steps to extend future walks so that previous lost time will be made up and the client will not suffer a loss.

7.8. Where PPPL agrees to board dogs at its own premises the client is aware that the fencing is intended for small or miniature dogs only. However there are times when any dog may either jump over or find a way through or under a fence, regardless of PPPL's efforts to stop this happening. Where this is due to PPPL's negligence, then PPPL will accept liability that arise but as limited in this agreement. Clients of medium or large dogs accept when boarding dogs with PPPL that the fencing at PPPL premises may not be adequate to secure their pet and indemnify PPPL against any loss as set out in this agreement.

8. Disputes

8.1. PPPL and the client agree to take all reasonable steps to resolve by negotiation any dispute that may arise in connection with this agreement.

8.2. Any dispute that cannot be resolved by negotiation shall be referred to arbitration in accordance with the Arbitration Act 1996. The parties agree to pay their respective costs.

8.3. PPPL and the client accept that the relevant legislation (in particular the Dog Control Act 1996) shall provide the basis for the resolution of any dispute, but will still adhere to these Terms and Conditions as possible.

8.4. The client agrees to indemnify PPPL from all liability that might arise out of performing the contract. Where the indemnity is excluded by statute or an award made against PPPL as a result of any legal action, the client agrees to the limitation of any liability to \$100.

8.5. Any and all indemnities and protections enjoyed by PPPL under these Terms and Conditions, will also extend to all people who are present when PPPL performs a service under this contract, regardless of if those people are paid or unpaid.



9. Waiver

9.1. No terms shall be considered waived by PPPL unless a waiver is in writing and each waiver signed by all parties.

9.2. The failure to insist on the strict adherence of any term of this agreement or delay in exercising rights under this agreement shall not be considered a waiver by PPPL of any rights under this agreement.

10. Severability

10.1. If any terms are declared void, voidable, illegal or otherwise unenforceable, then the remaining provisions of this agreement will remain in force and effect, provided such void or unenforceable terms are not essential to the agreement.

10.2. The governing law of this agreement shall be the New Zealand law, and the New Zealand courts shall have exclusive jurisdiction.

11. Acceptance Procedure

11.1. The standard method of engaging PPPL is through the signing of PPPL Client Registration Form. Where no signature has been provided, the performance of duties as requested by the client will be considered acceptance of these terms in their entirety and without limit.

11.2. As covered in 11.1. above, the Client affirms that he/she is willing to be bound by the provisions of the PPPL Terms & Conditions, and that he/she has the required authority(s) to be so bound.