

DOMESTIC TRAVEL TERMS AND CONDITIONS

These terms and conditions constitute the Contract between you (the pet owner) and us (Jetpets Animal Transport P/L 60 138 713 345) herein called Jetpets. Our employees are also protected under these terms and conditions, but they do not have the authority to make any promises on our behalf or change any of these terms and conditions.

QUOTATION VALIDITY

Our handling charges in this quotation are valid for 30 days. Quotations are based on current tariffs. Freight tariffs are subject to increases without prior notification from the airline. Any increases are to the client's account.

The quotation or estimate is based on the height and length of the pet/s or dimensions of your travel crates in centimetres, given by the owner or their representative, and freight and crate charges are based on this information. If there is any increase in the size of the pet or travel container, extra freight charges are to the owner's account. All quoted amounts are in Australian Dollars (AUD) unless otherwise noted and applicable Goods and Service Tax (GST) is payable as set out in the quotation provided by Jetpets.

PAYMENT TERMS

ALL payments are to be made by cash, credit card, direct deposit or bank certified cheque at least 7 days prior to collection or departure. For shorter notice relocations (within 48 hours) payment will be required the day prior to departure.

Jetpets reserves the right to charge a processing fee (in an amount notified by Jetpets on our quote) for all payments made by credit card.

NOTE: - In the case where an approved company will be settling costs, we require a written company order or letter accepting our quotation prior to shipment of pets.

CANCELATIONS

In the event the booking is cancelled a \$50 cancellation fee will apply in addition to any costs Jetpets may have incurred such as provision and delivery of animal crates, veterinary procedures and/or tests conducted prior to receiving notice of the cancellation of service.

REFUND PAYMENTS

Any refund that is payable by Jetpets will be made within 5-7 business days from the date of cancellation.

DELAYS AND CANCELATIONS

Jetpets cannot be held responsible for airline delays, cancellation of flights, incorrect routing by airlines, change of aircraft type or available capacity by airlines, or loss of veterinary documents by airlines. Additional charges for kenneling and extra trips to the airport are for the client's account.

FLIGHT CHANGES

Please be aware that once the booking information is received any amendments may incur a \$50 amendment fee plus any additional flight costs. If the amendment occurs within 7 days of the planned departure that fee will increase to \$100 plus any additional flight costs.

TRAVEL CRATES PROVIDED BY CLIENT

Where clients elect to use their own crates they do so at their own risk. Jetpets will not be responsible should they be the incorrect size or not the most suitable crate for your pet that is compliant with the most recent Live Animal Regulations minimum requirements specified by the International Air Transportation Association (IATA).

Where the crates are not appropriate and / or rejected by airlines, Jetpets are not responsible for any subsequent delays, flight cancellations and/or changes as a result. Should crates be rejected by the airlines, then any associated fees or charges to change flights and provide alternative crates will be at the clients expense. Jetpets shall not be responsible for transporting clients crates should this occur.

CRATE HIRE PROVIDED BY JETPETS

Jetpets will provide airline approved travel crates where requested and paid for by the client and in accordance with the quotation booking reference number. All hire crates remain the property of Jetpets.

BOARDING

All boarding costs whilst in kennels are to the client's account and for animals staying for long or indefinite periods, accounts must be settled monthly in advance. Should departure dates be delayed, extra kenneling costs are to the client's account, and must be settled prior to departure of pets.

Jetpets are authorised to seek veterinary attention should this be deemed necessary whilst pets are in boarding kennels or in our care. Where these circumstances arise, Jetpets will attempt to notify the client and advise the estimated fees involved. If we are unable to make contact with the client in emergency situations you acknowledge that Jetpets will seek veterinary advice and make this decision on their recommendation. Any outstanding vet fees will need to be paid prior to transport by the client. We reserve the right not to transport or board vicious animals.

BRACHYCEPHALIC BREEDS

These breeds can be more prone to respiratory distress and heat due to upper respiratory tract anatomical anomalies which are prevalent in these breeds. The predispositions increase the risk of morbidity and mortality occurring during travel.

They are also susceptible to increased risk of heat stroke and breathing problems when exposed to stress or warmer temperatures and Jetpets the owner /shipper hereby agrees to release, indemnify and protect Jetpets from and against any and all claims, losses, damages, costs and proceedings that may be brought against or incurred by the shipper/s owner/s as a result.

QUARANTINE

Some states & territories across Australia may have certain bio-security clearance and /or regulations to adhere to. It is the clients responsibility to ensure any documentation, vaccinations and compliance is completed in line with these requirements. Jetpets will not be responsible for any fees, detention charges or delays.

INOCULATIONS AND DEWORMING

Where pets require kenneling in local boarding kennels, valid inoculation certificates **MUST** be produced. In most instances inoculations and deworming is to be carried out at least two weeks prior to travel or admission into kennels.

Dogs must have their C5 vaccination and Cats an F3 vaccination which are valid for one year. These must have been completed at least 14 days prior to entry. It remains the client's responsibility to ensure that the pet/s inoculations are up to date.

SEDATIVES

Where sedatives are needed or specifically requested, sedatives are STRICTLY to be arranged by the client and prescribed and issued by client's own veterinarian. Jetpets must be told in writing by the clients veterinarian of these instances and will not be held responsible for any over dosage, any side effects or death due to poorly administered sedatives that clients veterinarians provide their pets.

LIABILITY

Whereas the utmost care and attention is given to clients' pets, they are handled with the understanding that Jetpets, the kennels, the airline and veterinarian are at no time to be held responsible for loss, death, illness, injury or accident due to any cause, either natural or accidental. Jetpets reserve the right to perform an autopsy in the unlikely event of the death of a pet during transit.

INSURANCE

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.

Insurance for your Pets during the provision of Services (including when your Pet is in kennels or during travel) is not included in the Fee.

FORCE MAJEURE

Neither party is liable for any delay or failure to perform its obligations other than your obligation to pay the Fees pursuant to this Agreement, if such delay or failure is due to Force Majeure.

If a delay or failure by a party to perform its obligations due to Force Majeure exceeds 30 days, either party may immediately terminate this Agreement by written notice to the other.

PRIVACY

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, at jetpets.com.au or upon request from us. By providing us with your personal information you are confirming your acceptance of our Privacy Policy and Privacy Collection Notice.

AUSTRALIAN CONSUMER LAW

Nothing in this Agreement 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**).

Our maximum aggregate liability to you:

- (a) If negligent with the Consumer Guarantee (where applicable) under the Australian Consumer Law in respect of the supply of the pet transport services;
- (b) for loss or damage suffered by you as a result of any negligence;

is limited, at our sole discretion, to:

- (a) supplying the Services again; or
- (b) paying the cost of having the Services supplied again.

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.

DECLARATION FOR TRANSPORT

I declare that all of the applicable air transport requirements have been met and that it is the clients responsibility to understand and be aware of the appropriate air transport laws and regulations.

Please be aware that all cargo is subject to security and clearing procedures and that it is illegal to consign cargo as an unauthorised explosive device.