

TERMS AND CONDITIONS FOR THE FRIENDLY PETSITTERS

1. Specific Definitions

1.1 Unless the contrary intention appears:

- (a) **Balance** means the Purchase Price less the Deposit.
- (b) **Booking** means a reservation for Petsitting Services with TFP via the Website.
- (c) **Booking Fee** refers to the amount payable to TFP for the use of the Website and payment processing. The Booking Fee is 50% of each Purchase Price, less \$5.
- (d) **TFP** means THE Friendly Petsitters.
- (e) **Customer** means a person who purchases Petsitting Services.
- (f) **Deposit** is the non-refundable 30% deposit of total Purchase Price.
- (g) **Emergency Medical Situation** refers any occasion where the Petsitter deems it necessary that the Pet receive immediate medical attention.
- (h) **Meet-and-Greet** refers to the meeting between potential Customers and Petsitter.
- (i) **Petsitting Services** refers to services provided by the Petsitter.
- (j) **Petsitter or Host(s)** refers to a person and/or entity who performs the Petsitting Services.
- (k) **Parties** refers to the Customer, Petsitter and TFP.
- (l) **Purchase Price** means the price (including GST and Booking Fee) for Petsitting Services as specified in the Booking.
- (m) **Scheduled Date** means the agreed date the Petsitter is scheduled to provide the Petsitting Services or as agreed from time to time.
- (n) **Treatment for** the purpose of Emergency Medical Situation means any medical measures deemed necessary by a registered Veterinarian.

- (o) **Unforeseeable Event** means any event or cause beyond the reasonable control of a Party.
- (p) **Us** means TFP and the words "we" and "our" have corresponding meanings.
- (q) **User Content** means the Petsitter's information which is displayed on the Website.
- (r) **Website** refers to the TFP website - <http://canberrasfriendlypetsitter.com.au/>
- (s) **You** means the party specified the Customer on page 1 of this Agreement and the word "your" has the corresponding meaning.

2. Supply of Services

- 2.1 In respect of each Booking, the Petsitter is responsible for the supply of the Petsitting Services for the Purchase Price, on the Scheduled Date.
- 2.2 Terms and Conditions are to be provided by Petsitters to Customers at the Meet-n-Greet.
- 2.3 Once a Customer agrees to the Terms and Conditions you agree to the Booking.

3. Online services provided by TFP

- 3.1 The Website is an online platform designed to help Customers find Petsitting Services through online listings by Petsitters.
- 3.2 The Website arranges for the provision of the Petsitting Services to Customers, including, but not limited to temporary pet boarding, pet sitting, pet day care and other pet related services.
- 3.3 The Website acts as an online venue for Customers to learn about one another and allow for Petsitting Services to be arranged.
- 3.4 By using the Website, you agree to have read, understood and agree to be bound by these Terms of Service ('Terms'), whether or not you become a registered Website user, Customer and/or Petsitter.

3.5 Any information received from other users of the Website (Customer and/or Petsitter) is to only be used for the purpose of the Petsitting business and must not be disclosed to others without the consent of all parties involved.

3.6 TFP has the right to make changes to the Terms at any given time.

(c) Make their own assessment of the Petsitter(s) they decide to interact with, engage or provide services to. The Parties acknowledge that TFP has no control over the conduct of users of the site and disclaims all liability in this regard.

(d) Acknowledge and agree that the entire risk arising out of your use of the Website and any Petsitting Services, is entirely your own and TFP accepts no responsibility.

4. Petsitter Undertakings

4.1 The Petsitter will:

- (a) Hold TFP harmless from any and all claims or causes of action arising out of the Petsitting Services.
- (b) Advise TFP of any and all relevant qualifications, training and experience they do or do not have in relation to home and pet care. The Petsitter will provide original or certified copies of all documents in relation to such qualifications or training.
- (c) Advise TFP of any recent police checks they have undertaken and provide original or certified copies of these.
- (d) Make their own assessments of the Customer(s) they decide to interact with, engage or Petsitting Services to. TFP has no control over the conduct of users of the site and disclaims all liability in this regard.
- (e) Provide the Customer with an invoice, outlining the expected Purchase Price.
- (f) Provide the Customer with a receipt, after the Purchase Price has been received.
- (g) Provide the Customer with a Customer Feedback Form.
- (h) Make all reasonable efforts to notify the Customer in the case of an Emergency Medical Situation.
- (i) Notify TFP in the case of any Emergency Medical Situation within a reasonable time from when the Emergency Medical Situation arises.
- (j) Invoice TFP on Biweekly rotation.

(e) Acknowledge and agree that TFP is not liable for any damages associated with the delivery of Petsitting Services, which may include but are not limited to, bodily injury or death the your pet (whether cause by the Petsitter, any family member, friend, pet or other affiliate of the Petsitter or any other third party).

(f) Understand and agree that it is the sole responsibility of Customer(s) to make decisions that are in the best interests of themselves and their pets.

(g) Understand and agree that TFP is not a party to any agreements entered between users; neither is TFP a broker, agent or insurer.

(h) Pay the Purchase Price to TFP.

(i) The Purchase Price must be paid to TFP two weeks before the commencement of the Petsitting Service.

(j) The Purchase Price must be paid to TFP via electronic transfer to the Commonwealth Bank account elected below:

Account Name: The Friendly Petsitters

Account Number: 7496 5274

BSB: 062 692

(k) Ensure that the Petsitter is provided with contact information to reach the Customer in the event an Emergency Medical Situation arises involving a Customer's pet.

(l) Acknowledge and agree that the costs of any treatment for Emergency Medical Situations is the sole and exclusive responsibility of the Customer and that Customer may be billed for any amount to reimburse costs incurred by the Petsitter and/or TFP.

5. Customer Undertakings

5.1 The Customer will:

- (a) Hold TFP harmless from any and all claims or causes of action arising out of the Petsitting Service.
- (b) Share any and all relevant information, including but not limited to medical issues, allergies or other conditions, about your pet prior to the Petsitter.

- (m) If an Emergency Medical Situation arises and the Customer cannot be reached following reasonable efforts, the Customer authorizes the Petsitter and/or TFP to ensure the Customer's pet/s are attended to.
- (n) Have the opportunity to provide reviews about Petsitters they have used. Reviews will be provided to TFP either personally or through the Petsitter review form.

6. TFP Undertakings

6.1 TFP will:

- (a) Assume no liability for any acts or omissions of the Petsitter.
- (b) Occasionally share photo updates of guest pets and resident pets with Website users and the public. You consent and agree that TFP may, at its sole discretion, publish these photos on the Website and across social media including Facebook, Twitter, Pinterest, and similar sites.
- (c) Provide suggested or optional default terms for transactions between Customers and TFP.
- (d) To the extent we do provide suggested or optional default terms for transactions, and you or another user utilizes or agrees to such terms, this does not make us a party to the transaction between Customers, Petsitters, or other users of the Website.
- (e) TFP is not party to any agreement or transaction between Customer and Petsitter and, as such, cannot verify or otherwise authenticate any claims made by the Petsitter (including any medical certifications or insurance coverage held by the Petsitter).
- (f) Not act as a referral, matching, or placement service and does not provide, refer, place, offer or seek to obtain employment or engagements for any of its Customers.
- (g) TFP will decide which Customer reviews will be placed on their website.
- (h) If the Petsitter notifies TFP of an Emergency Medical Situation, TFP shall make reasonable efforts to contact the Customer to notify them of the situation but is under no obligation to do so.
- (i) If an Emergency Medical Situation arises and the Customer cannot be reached following reasonable efforts, the Customer authorises the Petsitter and/or TFP to ensure the Customer's Pet/s are promptly treated.

7. Police Checks and Evidence of Petsitting Qualifications of Training

- 7.1 TFP has no control over the accuracy, reliability, completeness or timeliness of Profiles, Reviews, background check information, affiliations or other Customer content submitted on the Website.
- 7.2 TFP will ask Petsitters whether they have a current Police Check and/or have Petsitting qualifications and experience. If Petsitters claim to hold a current Police Check and or Working with Vulnerable People card, TFP may obtain a certified copy of this.
- 7.3 TFP does not have control, supervise or provide equipment to the Petsitters and has no control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of the services provided by Petsitters.

8. Bookings

- 8.1 The Customer will make the Booking through the Website, noting their preferred Petsitter (if any). TFP will direct the Booking request to the Petsitter.
- 8.2 The Petsitter will contact the Customer and arrange a day and time to conduct a Meet-and-Greet.
- 8.3 You may request a variation of your Booking by notifying the Petsitter through the Website.
- 8.4 The Petsitter may accept or reject any variation requested at their absolute discretion.

9. Meet-and-Greet

- 9.1 The Meet-and-Greet aims to allow the Petsitter to familiarise themselves with the Customer's home and pet(s). It also provides the Customer with an opportunity to give the Petsitter a house key and other vital information for the care of their home and pet(s).
- 9.2 Following the Meet-n-Greet, either party may cancel the Booking.
- 9.3 Following the Meet-n-Greet, should the Customer and Petsitter both agree to confirm the Booking the remaining Purchase Price is due two weeks before booking commencement.
- 9.4 The Customer must then provide TFP with the Deposit before the Meet-n-Greet commences.
- 9.5 TFP makes no representations or warranties regarding the quality, security or positive features of the Petsitter.

10. Client Portal

- 10.1 During the booking of services. The Customer will obtain access to the Client Portal. The Customer will complete all information required prior to the Meet-n-Greet.

- 10.2 The Customer warrants that all information contained in the Client Portal is accurate and timely.
- 10.3 The Customer warrants not to hold the Petsitter and/or TFP liable for any errors, omissions and/or misdescriptions contained in the Client Portal.

11. Release of Liability

- 11.1 The Petsitter either undertakes to or warrants to already have all necessary, valid and current insurances, qualifications and standing to undertake the Petsitting Services.
- 11.2 By completing the Client Portal information, Petsitters and Customers agree to hold TFP or its affiliates, officers, directors, employees, agents or third party providers harmless from any and all claims or causes of action arising out of the Petsitting Services or the boarding or handling of Customer's pet(s).
- 11.3 By completing the Client Portal information, Petsitters and Customers agree to release and discharge TFP or its affiliates, officers, directors, employees, agents or third party providers from any and all liability, claims, demands or causes of action whatsoever arising out of any damage, loss, personal injury or death during the provision of Petsitting Services.
- 11.4 By completing the Client Portal information, Petsitters and Customers agree not to hold TFP or its affiliates, officers, directors, employees, agents or third party providers liable for any damage, suits, claims, and/or controversies that have arisen or may arise. Which include but are not limited to:
 - (a) Any injuries or harm suffered by you or any third party (including without limitation your family members, friends or other unrelated parties);
 - (b) Any injuries or harm suffered by any pets or other pets;
 - (c) Any damage or harm to real or personal property.

12. Deposit

- 12.1 A non-refundable 30% Deposit is required immediately of receiving an invoice.
- 12.2 Customers must pay the Deposit directly to TFP Bank Account.

13. Cancellation

- 13.1 Should a Customer cancel a Booking 7 days or less to the Scheduled Date, all payment to TFP for the Booking shall be forfeited.
- 13.2 Should a Customer cancel a Booking 8 days or more prior Scheduled Date, the Customer's Deposit will be forfeited.

- 13.3 TFP reserves the right to refuse Petsitting Services to any Customer with a history of cancelling their Booking 14 days or less prior to the Scheduled Date.

14. Payment to TFP

- 14.1 The Customer must pay TFP the balance 14 or more days prior to the commencement of the Booking.

15. Customer Feedback Form

- 15.1 TFP will use data from Customer Feedback Forms to monitor and maintain the quality of services provided.
- 15.2 The Petsitter and Customer agree and consent to non-identifying information being displayed on the Website and/or other social media pages solely for advertising and marketing purposes.

16. Disputes

- 16.1 TFP reserves the right, but has no obligation, to monitor disputes relating to the Website and/or Petsitting Services.
- 16.2 Any disputes arising from the Website and/or Petsitting Services, shall firstly attempted to be resolved via good faith negotiations. If they still remain unresolved 14 days after the agreed date of the dispute, parties may enter into mediation.
- 16.3 Customers and Petsitters agree to release TFP from any claims or liability that may arise from any disputes relating to the Website and/or Petsitting Services.

17. Intellectual Property

- 17.1 All intellectual property rights in TFP materials on the Website rest in TFP. You may not use these materials without written permission.
- 17.2 The Parties agree that all intellectual property rights of User Content belongs to the Petsitter.
- 17.3 TFP retains ownership of its intellectual property rights:
 - (a) Except to the extent you are actually reading materials on the Website as you use the Site or Services (or downloading or printing such materials for your personal reference), you have no right to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit or sublicense from materials or content available on the Site, other than User Content you create.

due to an Unforeseeable Event.

18. Employment

- 18.1 The Petsitter understands, agrees and acknowledges that this facilitation does not give rise to an employer/employee relationship between TFP and the Petsitter respectively.
- 18.2 Petsitters are solely responsible for any tax, withholding or reporting, including, but not limited to, unemployment insurance, social security or payroll withholding tax or income reporting in connection with the Petsitting Services.
- 18.3 You understand and agree that should TFP be found liable for any tax, withholding tax or reporting obligation in connection with any services provided or received by you, then you will immediately reimburse and indemnify TFP for all costs, expenses and liabilities (including any interest and penalties) relating to the same.
- 18.4 You are responsible for complying with all applicable tax laws and regulations related to the provision of the Petsitting Services.

19. Recovery of Possession

- 19.1 Petsitters may recover possession of any property they own, which has been misplaced or left behind during the provision of the Petsitting Services.
- 19.2 Petsitters and Customers may arrange a suitable time and place for the goods to be returned.

20. Termination of Petsitting Service

- 20.1 TFP may terminate their engagement with you at their own reasonable discretion.

21. Consequences of Termination

- 21.1 If we terminate the engagement, we may without prejudice:
 - (a) Sue you;
 - (b) Keep the Deposit.
 - (c) Recover from you, damages, including legal costs and disbursements reasonably incurred before the termination; andRetain, by way of off-set against damages, any money you have paid to us.

22. Unforeseeable Event

- 22.1 No Party will be liable, or deemed liable to the other party for any failure or delay in meeting any obligation

23. Jurisdiction

- 23.1 This Agreement is governed by the laws of the Australian Capital Territory.
- 23.2 The Parties irrevocably submit to the exclusive jurisdiction of the courts of the Australian Capital Territory.
- 23.3 No Party may object to the jurisdiction of any of those courts on the ground that it is an inconvenient forum or that it does not have jurisdiction.

24. User Content and Photos

- 24.1 You are solely responsible for your User Content, and we act merely as a passive conduit for your online distribution and publication of your User Content.
- 24.2 You hereby grant us a non-exclusive worldwide, perpetual, irrevocable, royalty-free, sublicensable right to exercise all copyright, publicity rights, and any other rights you have to relating to your User Content.
- 24.3 You consent to TFP displaying your user content at their reasonable discretion.

25. Sign and Consent

- 25.1 In signing this document and uploading it to the Client Portal, The Customer formally agrees to the Terms and Conditions.
- 25.2 The Customer understands, should this form not be provided, TFP will not be obliged to provide their services.

Name: _____ **Date:** _____

Signature: _____

