

Terms & Conditions of Transport

1. Definitions and Interpretation

1.1 **Definitions.** These terms and conditions form an integral part of any written or verbal contract between ShowFur Around and any client who contracts ShowFur Around to transport any animal. The following words have the meanings below:

- **“Agreement”** means this services agreement between the “Owner” and ShowFur Around, including these “Terms & Conditions” and the “Order Form” and any other documents incorporated by reference here.
- **“Animal” or “Animals”** means any animal, multiple of animals or other item provided by the “Owner” to ShowFur Around under this “Agreement” for the purpose of transportation.
- **“Consignor”** means the person or entity that ShowFur Around is contracted to collect the animal from, including the ‘Owner’ if applicable.
- **“Consignee”** means the person ShowFur Around is contracted to deliver the animal to, including the ‘Owner’ if applicable.
- **“Costs”** includes any expenses reasonably incurred by ShowFur Around in the course of completing its obligations under this agreement.
- **“Fees”** means the fees payable by the Owner for the “Services”.
- **“Order”** means any request for the provision of Services by the Owner that has been accepted by us, evidenced by a document constituting a tax invoice. For example, an Owner’s request to ShowFur Around for the transportation of any animal(s) and / or Other Property via an Order Form.

- **“Order Form”** means the consignment order completed by the Consignor, whether online or in hard copy, requesting ShowFur Around to transport any animal(s) and / or Other Property.
- **“Other Property”** means any other property consigned with the animal(s) for transportation by ShowFur Around, including but not limited to: leashes and collars, crates, muzzles, harnesses, animal toys and blankets.
- **“Owner”** means any person, entity, company, or organisation identified in the Order Form, who enters into or is a party to a contract with ShowFur Around to transport an animal including the consignor and the consignee and Other Property.
- **“Party”** means each of the Owner (including any person or entity deemed by clause 2.1 to be the Owner) and ShowFur Around, and “Parties” means both of them.
- **“Services”** means all services provided to the Owner by ShowFur Around under this Agreement, including the services specified in clause 4.1.
- **“ShowFur Around”** means David Sutherland (ABN 30 983 254 197) trading as ShowFur Around and its employees, agents, subcontractors and franchisees, and also includes any lawful assignee of his pet transportation business such as any partnership that he enters into, any company that he forms, and any other business with which he merges, or which acquires his business. Employees of ShowFur Around have the authority to enter into a contract on behalf of ShowFur Around but have no authority to vary these “Terms & Conditions”.
- **“Special Conditions”** means any special conditions included in the Order Form, which the Parties hereby agree will supplement these Terms & Conditions.

- **“Terms & Conditions”** means these terms and conditions including any Special Conditions.
- **“Transport”** means a journey between two or more points referred to in the Order Form undertaken or to be undertaken by ShowFur Around under this Agreement.
- **“Website”** includes any website owned or operated by or on behalf of ShowFur Around for the purpose of supporting its pet transportation business.

1.2 **Interpretation.** In this Agreement:

- a) Headings and bold type are for convenience and reference only and will not affect the interpretation of clauses in this Agreement.
- b) Words in the singular include the plural and words in the plural include singular, and words stated in one gender include the other genders, according to the requirements of the context.
- c) Where a Party or other person or entity referred to in these Terms & Conditions comprises two or more persons or entities, the relevant statement or obligation will be taken to apply to all of them and to bind all of them jointly and severally.
- d) A reference to any of the words “include”, “includes” and “including” is read as if followed by the words “without limitation”.

2. **Identity of Owner**

- 2.1 Unless one individual is clearly identified to ShowFur Around as the animal(s) owner at the time of booking all parties to the contract, including the consignor, consignee and any other party who places the booking with ShowFur Around shall be held to be the owner and shall be deemed to be jointly and severally liable for any additional costs that may be incurred on their behalf during the transport.
- 2.2 Any person who contracts ShowFur Around to conduct any such transport or delivers an animal to ShowFur Around for the purpose of transport, if they are not

the owner, warrants to ShowFur Around that they have the authority of the owner to do so, and in consideration for the performance of the Services hereby releases ShowFur Around from any claims that the Owner has or in future may have in relation to any loss associated with such consignment.

3. Characteristics of ShowFur Around

- 3.1 The Services are performed subject only to these Terms & Conditions, and ShowFur Around reserves the right in its sole discretion to refuse the carriage of any Animal or Other Property.
- 3.2 Where in its sole discretion it chooses to do so, ShowFur Around may engage a suitably skilled subcontractor or franchisee to perform any or all of the Services, provided that:
- a) the subcontractor or franchisee must perform the Services to the same standards that apply to ShowFur Around, and with the same level of care and attention; and
 - b) ShowFur Around must where appropriate and if necessary, adequately supervise the subcontractor or franchisee in its performance of the Services.

4. Services

- 4.1 In consideration for the timely and complete payment of the Fees and Costs, ShowFur Around agrees to:
- a) transport, and hold for transport or delivery between the Consignee and the Consignor, the Animal and Other Property;
 - b) communicate as may be appropriate with the Owner, Consignee and Consignor in relation to the undertaking of any Transport service and the transportation of the relevant Animal and Other Property; and
 - c) as may be necessitated by any emergency, and within the competency of ShowFur Around, administer any first aid to any Animal that may be required during a Transport service.

- 4.2 The Owner must specify approximate pick-up and delivery times for each Transport service, and may recommend a route, but ShowFur Around is not liable to the Owner for any minor delays or reasonable delays regardless of the duration and is at liberty to select a route that in ShowFur Around's sole discretion is best suited to its performance of the Transport service.
- 4.3 The Owner may specify that ShowFur Around employ certain techniques when handling an Animal, but ShowFur Around is at liberty to employ the techniques that ShowFur Around considers in its sole discretion are best suited to the situation at hand.
- 4.4 In performing the Services; ShowFur Around will avoid injuring the Animal or handling it with excessive force or with disregard to its distress or injuries.
- 4.5 ShowFur Around is not an insurer and does not insure the Animal or Other Property.
- 4.6 ShowFur Around may install and operate video cameras and / or other audio and visual recording devices in its vehicles. The Owner hereby consents to the Animal and Other Property being monitored by such cameras and devices during transportation by ShowFur Around and agrees that all video images or audio of the Animal and Other Property will belong to ShowFur Around exclusively.

5. Pricing, Payments, Fees & Costs

- 5.1 Any price or quotation provided by ShowFur Around is based on information provided by the owner. ShowFur Around will calculate the fees based on the information that the Owner provides via the Order Form or otherwise regarding such things as the size and weight of the animal, the distance and duration of the transport service, and any other factors that would reasonably affect the effort and time involved in transporting the animal and Other Property, and the Owner acknowledges and agrees that in the event that any pertinent information is incomplete or incorrect:

- a) the Owner will be liable to pay ShowFur Around the correct amount of Fees that are payable based on the complete or correct information;
 - b) ShowFur Around may demand the additional Fees before undertaking the relevant Transport service; and
 - c) the Owner will be liable to compensate ShowFur Around or any person claiming through ShowFur Around for any loss experienced by ShowFur Around or such other person as a result of that incomplete or incorrect information.
- 5.2 ShowFur Around reserves the right to vary the price in the event that the information upon which the price was quoted was incorrect or has altered or if any important details have been withheld by the client.
- 5.3 Any price provided by ShowFur Around is solely for transport and care of the animal and does not include Insurance of any kind for animals during travel or any additional extras unless agreed upon at the time of booking.
- 5.4 Payments may be made by cash, credit card or bank transfer, as per arrangements made at the time of booking. Under no circumstances will cheques be accepted without prior arrangement. In the event that payment has not been made by or at the time of delivery, ShowFur Around reserves the right to refuse delivery of any animals and to deliver them to an appropriate boarding facility at the cost of the owner until such time as payment has been received in full.
- 5.5 ShowFur Around may refuse to pick up any animal in the event that we have, at that point in time, been unable to confirm appropriate delivery details with the consignee. In the event that ShowFur Around is unable to contact the consignee for delivery at the arranged time we may deliver the animal/s to an appropriate boarding facility at the full cost to the owner until appropriate alternative arrangements are able to be made and payment has been received in full. If delivery is unable to be finalised due to circumstances outside of ShowFur Around's control the animal/s may be returned to the consignor and the owner may be responsible for the original cost of transport and any additional costs incurred at ShowFur Around's discretion.

- 5.6 ShowFur Around reserves the right to charge the full quoted price or any part thereof in the event of a booking being cancelled less than 24 hours prior to the agreed pick-up time or in the event that we are not informed that a booking has been cancelled. In the event we arrive to collect an animal but are unable to contact the consignor the booking shall be deemed to be cancelled.
- 5.7 Except as may be required by law, and despite any provision of this Agreement stating that the Owner is not entitled to a refund, any refunds of fees or costs that are given by ShowFur Around will be given in the sole discretion of ShowFur Around, having regard to the individual circumstances of the Owner.

6. Pick-up and Delivery

- 6.1 The Parties agree that:
- a) ShowFur Around may decline to pick-up any Animal if ShowFur Around is unable to confirm appropriate delivery details with the Consignee.
 - b) If ShowFur Around cannot contact the Consignee to arrange the delivery at the time agreed with the Owner, ShowFur Around may deliver the Animal instead to an appropriate boarding facility at the owner's expense, until appropriate alternative arrangements have been organised and payment has been received in full.
 - c) If circumstances beyond ShowFur Around's control prevent the Animal's delivery from being completed, ShowFur Around may return the Animal to the Consignor and the Owner will remain liable for all agreed and incurred Fees and Costs.
- 6.2 The owner agrees that ShowFur Around will have a security interest in any Animal and Other Property until such time fees for the relevant Services are paid in full, and that ShowFur Around may opt to refuse delivery of the Animal and Other Property to the Consignee and to exercise its lien by lodging the Animal and Other Property to an appropriate boarding facility at the owner's expense until payment has been received in full.

- 6.3 Pick-up or delivery times for Animals agreed to by ShowFur Around at the time of accepting an Order are estimates only. While ShowFur Around will endeavour to comply with the agreed pick-up and delivery schedule, ShowFur Around does not guarantee that pick-up and delivery will occur without delay, and the Owner acknowledges that factors such as weather, traffic, road conditions, vehicle malfunction, mechanical breakdowns, emergencies, and the special needs of the transported Animal and other reasons may affect pick-up and delivery performance. ShowFur Around will at times be required to make alterations to our timetable, schedule or transport services.
- 6.4 ShowFur Around will not be liable for any cost, loss or inconvenience experienced by the Owner, Consignor, Consignee or any other party resulting from any change to the arranged pick-up and delivery times or the cancellation of Services due to factors beyond ShowFur Around's control.

7. Owner's Warranties, Authorisations, Release & Indemnity

- 7.1 The Owner warrants that:
- a) The Animal and Other Property are fit for carriage by ShowFur Around using an ordinary vehicle. For the purpose of this clause, "ordinary vehicle" means a car or van (passenger or commercial).
 - b) The Animal and Other Property are not Dangerous Goods.
 - c) The Owner owns the Animal or otherwise has the consent of all persons or entities owning or having any interest in the Animal or Other Goods to make this Agreement.
 - d) The information provided in the Order Form is true, accurate and complete, and not misleading in any manner.
 - e) The Consignor and Consignee respectively (including their employees, agents or subcontractors) will supervise the loading and unloading of the Animal and Other Property into and out of ShowFur Around's vehicle at the starting point and destination point of each Transport Journey, unless those persons are unavailable for any reason, or by prior arrangement in circumstances where it is

agreed upon for the owner to not be present, in which case ShowFur Around will load and unload the Animal and Other Property without other Parties present.

- f) The Animal is properly vaccinated. It is the responsibility of the Owner to ensure that their own animal is appropriately vaccinated and protected.

7.2 The Owner, by submitting the Order Form, authorises ShowFur Around to:

- a) collect the Animal and Other Property from the Consignor at the pick-up point specified in the Order Form, and to deliver the same to the Consignee at the delivery point so specified, for the relevant Transport service;
- b) administer first aid to the Animal during the Transport service, in an emergency; and
- c) procure urgent veterinary and pharmaceutical assistance for the Animal in the event that it is ill or distressed during a Transport service; and these activities will form part of the Services.

7.3 The Owner acknowledges that, during the Transportation service or at the pick-up and destination points, the Animal may be in contact with or proximity to other animals, as well as human beings, or be in public places. The Owner accepts responsibility for any injury (including bites or scratches), and any preventable diseases, given by the Animal to any other animal or human being, or resulting from its behaviour, in such circumstances.

8. Liability

8.1 ShowFur Around will not be liable for death, injury, or illness experienced by any Animal during a Transport service or handling by ShowFur Around, or any loss of or damage to Other Property, except to the extent caused or contributed to by the negligence of ShowFur Around including that of its employees, agents and subcontractors.

8.2 The Owner must satisfy itself that the Animal and Other Property may safely be handled and transported in the manner in which ShowFur Around performs those activities, and with the personnel, equipment and vehicles normally used by

ShowFur Around to perform the Service, and must convey any concerns regarding these matters to ShowFur Around before allowing the Animal and Other Property to be handled by ShowFur Around.

- 8.3 The Owner must provide information to ShowFur Around with all relevant information regarding the Animal in the Owner's possession that it knows or ought to know could affect the delivery of the Services, including information regarding any illness, medical condition or special needs of the Animal.
- 8.4 ShowFur Around accepts no liability for death, injury, or illness experienced by any Animal or any loss of or damage to Other Property while the Animal or Other Property is in the possession of another person or entity including the Owner, Consignor, Consignee, and any employee, agent, representative or contractor of any of those persons or entities.
- 8.5 In the event that the Animal is delivered by ShowFur Around to a Consignee in circumstances where ShowFur Around has agreed to wait to collect the Animal at a later time, this clause 8 will continue to apply during the hiatus. ShowFur Around is entitled to include a charge for any such waiting time in its Fee. For example, a Transport service to a veterinarian where ShowFur Around has agreed to wait for any veterinarian services.
- 8.6 The Owner hereby releases ShowFur Around from liability for any harm or loss which the Owner experiences as a result of any injury or damage to the Animal or Other Property, or any delay in the performance of the Services, except to the extent directly resulting from the negligence of ShowFur Around including its employees, agents and subcontractors.
- 8.7 The Owner hereby indemnifies ShowFur Around in respect of any losses that ShowFur Around may experience or any claims made against ShowFur Around by any person arising from any breach of this Agreement by the Owner, Consignor, Consignee, including by any employee, agent, representative or contractor of any of

those persons, or in respect of any event for which the Owner has assumed responsibility or liability under this Agreement.

9. Care of the Animal

- 9.1 In the event that ShowFur Around procures veterinary care for an Animal under clause 7.2(c), the Owner agrees that:
- a) ShowFur Around will endeavour where reasonably possible to contact the owner prior to authorising appropriate treatment, but ShowFur Around is entitled to make such decisions as may be necessary, based on veterinary advice received, about the treatment of the Animal.
 - b) Any veterinary costs incurred in such circumstances will be the Owner's responsibility if billed directly to the owner or will be a Cost that the Owner must reimburse ShowFur Around for if ShowFur Around pays.
 - c) Where the Owner nominates a veterinarian in the Order Form, and the Animal becomes ill during a Transport Journey, ShowFur Around will endeavour to convey the Animal to that veterinarian unless it is inconvenient, in the sole opinion of ShowFur Around, for it to do so, in which case ShowFur Around will take the Animal to its own preferred veterinarian or in an urgent situation to such other veterinarian as may be available.
- 9.2 If ShowFur Around takes the Animal to a veterinarian, the Owner acknowledges that ShowFur Around may not be able to wait for the treatment to be completed, and that this may result in additional costs to the Owner for extended care, boarding or alternative transport arrangements.
- 9.3 If the Transport service is interrupted because of the veterinary or other needs of the Animal or any problems with the Other Property, ShowFur Around is entitled to payment of all Fees and Costs and is not obliged to refund any part of the Fees or Costs to the Owner.
- 9.4 If the Animal has special care needs or has special health risks, including breathing problems or obesity:

- a) ShowFur Around will endeavour to provide adequate care for the Animal while performing the Services, but will be entitled to terminate this Agreement on any of the following grounds, namely that:
 - 1. the special needs or risks were not adequately disclosed by the Owner; or
 - 2. ShowFur Around is not properly qualified to handle the Animal because of those needs or risks; or
 - 3. ShowFur Around in its sole discretion declines to accept the risks associated with transporting the Animal; and
- b) in the event that ShowFur Around terminates this Agreement under paragraph “a)” above, the Owner will remain liable to pay the Fees and Costs and will not be entitled to any refund of the Fees and Costs.

9.5 If the Animal is disclosed by the Owner to be a brachycephalic breed of Animal:

- a) the terms of the **Brachycephalic Animals Policy (see Brachycephalic Animals Policy Clause 10)** will apply as part of these Terms & Conditions;
- b) the Owner acknowledges that brachycephalic animals are at greater risk of death, illness or injury during transportation and handling than other animals;
- c) the Owner declares that it has no knowledge or belief, and knows of no fact, matter or thing that ought reasonably to make it know or believe that the Animal is likely to experience any trauma, distress or difficulty during the delivery of the Services by ShowFur Around; and
- d) ShowFur Around will be entitled to request the Owner to postpone the Transport service if the Animal demonstrates any breathing difficulty at the time of pick-up, or if weather conditions are very hot or the circumstances are otherwise unfavourable for the transportation of a brachycephalic animal.

9.6 The Owner acknowledges that young animals should wait for at least 10 days after receiving a vaccination before being transported due to an increased risk to the animal of contracting diseases, becoming unwell, or suffering from side effects in the immediate period following vaccination, and the Owner must advise ShowFur Around if the Animal is a young animal within this period so that ShowFur Around can properly assess the risk of transporting the Animal. Young animals transported within this period shall only be carried at the risk of the Owner.

- 9.7 It is ShowFur Around's policy to avoid transporting any animal that is under the influence of tranquillizers or sedatives, due to the increased risk of harm or injury to an animal in that condition, which the Owner hereby acknowledges. The Owner warrants that any tranquilizer or sedative affecting the Animal during the delivery of the Services was arranged or administered by the Owner and was prescribed, issued or administered by the Owner's veterinarian. ShowFur Around disclaims responsibility for any complications, harm or injury experienced by the Animal arising from tranquillizers or sedatives, and the Owner hereby releases ShowFur Around for any liability for loss or claims arising from such harm or injury.
- 9.8 It is ShowFur Around's policy that dogs will be exercised, as appropriate, while in ShowFur Around's care, for example during the 'Pup Junket Package'. The Owner acknowledges that there is an increased risk of loss, injury or the contraction of communicable diseases while the Animal is being exercised, but that exposing the Animal to this risk is reasonable in the interests of preserving its healthy condition. It is the owner's responsibility to inform ShowFur Around if the Owner does not want the Animal to be exercised for any reason.
- 9.9 ShowFur Around may decline to handle and transport the Animal if in the opinion of ShowFur Around the Animal is dangerous or poses an unacceptable risk of injury or harm to other animals, human beings or the property of the Owner or any other person, and may terminate this Agreement on that basis, in which event the Owner will continue to be liable to pay the Fees and Costs and will not be entitled to a refund of any part of the Fees or Costs.
- 9.10 ShowFur Around will endeavour to provide a safe environment for the Animal during the Transport service, and to handle the Animal with appropriate expertise and care, but disclaims any specialised veterinary knowledge or skills, and the Owner hereby acknowledges that limitation.
- 9.11 ShowFur Around's vehicles are designed to handle a moderate amount of fouling (such as urination and defecation) by transported animals. If the Animal fouls the

vehicle to an excessive extent, in the opinion of ShowFur Around, the Owner agrees to meet the cost of cleaning the vehicle at the rate of \$50 per hour (inclusive of any GST) as part of the Costs payable to ShowFur Around.

- 9.12 If the Animal has any communicable or zoonotic disease, or any parasites such as worms or ticks, the ShowFur Around vehicle used to transport it and associated Other Property will need to be fumigated or chemically treated to prevent infection of other animals or of humans. The Owner agrees to meet the costs of such treatment and cleaning in full as part of the Costs payable to ShowFur Around.

10. Brachycephalic Breeds Policy

Short nosed (Brachycephalic) dogs and cats can be more prone to respiratory problems due to the physical structure of their head and neck. To ensure that short-nosed breeds have a safe journey, ShowFur Around follows this Brachycephalic Breeds Policy in addition to our Animal Handling Policy. Our Terms and Conditions detail our contract with you when transporting your animal.

10.1 Collars And Harnesses

You ensure that ShowFur Around can safely transport your Brachycephalic cat or dog breed by-

- a) Replacing any choker collars or restrictive harnesses with a harness that does not tug at the neck area.
- b) Removing the collar from your animal if he or she does not need to exit your animal carrier between destinations.

10.2 Fitness And Health

ShowFur Around observes your animal for fitness for travel before loading your animal. For Brachycephalic dogs and cats, our ShowFur Around staff will opt out of loading and transporting-

- a) Obese animals during extreme weather (due to a lower threshold for temperatures that can lead to breathing problems).
- b) Animals with nasal congestion or loud breathing.
- c) Animals showing high levels of stress.

d) Animals displaying unusually low levels of fitness, lethargy or inability to stand.

10.3 **Breathing Emergencies**

If ShowFur Around observes a Brachycephalic dog or cat having a breathing emergency during transport, your animal will be taken to the closest vet. ShowFur Around and the vet will contact you regarding your animal's condition and location.

11. **Privacy**

11.1 ShowFur Around may collect information from, and about, our clients and their pets for the sole purpose of the provision of pet transport services and may disclose this information to others as is necessary in the provision of said services. This includes but is not limited to other transporters, veterinarians, kennels or individuals with whom we would reasonably be expected to share information in the provision of said services. ShowFur Around shall accept no liability for any loss or inconvenience suffered by any party as a result of the disclosure of any such information.

12. **Updating Terms & Conditions**

12.1 ShowFur Around may update these Terms & Conditions from time to time, but any such changes will not affect any current Order of the Owner but will apply from the next Order submitted by the owner.

****THIS VERSION OF THESE TERMS & CONDITIONS IS DATED: 3 JANUARY 2023***