

Our Girraween Veterinary Clinic Members Club™ Program Terms and Conditions

1 General

(a) These Terms and Conditions contain the terms and conditions that govern your Membership and is an agreement between **Girraween Veterinary Clinic** Pty Ltd ABN 68065515047 (ACN 14 113 64 23) (referred to as “**Girraween Veterinary Clinic**” “we”, “our” or “us”) and you or the entity you represent (referred to as “you” or “your”).

(b) These Terms and Conditions take effect when you click an “I accept” button or check box presented with these Terms and Conditions, or if earlier, when you use any of the Membership Benefits (Commencement Date).

(c) By accepting these Terms and Conditions, you agree to be bound by these Terms and Conditions for the Term and any renewed Term. As such, you should read these Terms and Conditions carefully.

(d) Terms which are capitalised in these Terms and Conditions have the same meaning as defined in clause 15 unless specified otherwise.

2 Membership

2.1 Aims

(a) Your Membership aims to:

- i. educate you in relation to the health and wellness of your Companion Animal to ensure that your Companion Animal lives a longer, happier and healthier life;
- ii. promote wellness veterinary services for the benefit of your Companion Animal;
- iii. promote veterinary services and veterinary products for the benefit of your Companion Animal; and
- iv. Source discounted veterinary services and veterinary products for the benefit of your Companion Animal.

(b) Unless otherwise indicated in these Terms and Conditions, your Membership applies to each stage of your Companion Animal’s life, including within the first 12 months of the Companion Animal’s life.

(c) Importantly, your Membership is not a pet insurance policy. It compliments any pet insurance that you may have. We encourage you to maintain pet insurance in addition to this Membership. However, you are not obligated to maintain pet insurance to be a member of the Membership and enjoy the Membership Benefits.

2.2 Membership Benefits

- (a) Subject to these Terms and Conditions, if your Companion Animal:
- (i) is a dog, your Membership entitles you to receive the following benefits in respect of your Companion Animal during the Term:
 - A. Unlimited free consultations with our veterinary staff at Girraween Veterinary Clinic any day of the week;
 - i. eye examination;
 - ii. dental examination;
 - iii. skin and coat assessment;
 - iv. body weight assessment (including body score);
 - v. cardiac and lung examination;
 - vi. ear, nose and throat assessment;
 - vii. anal area (including anal glands) assessment;
 - viii. reproductive and urinary system assessment;
 - ix. abdominal examination;
 - x. lymph node examination;
 - xi. joint status/early arthritic change;
 - B. for adult dogs, one C5 vaccination per annum;
 - C. for puppies, Two C3 and one C5 primary vaccinations as required in their first year;
 - D. Annual heartworm prevention
 - E. Annual external and internal parasite prevention;
 - F. Unlimited free nail trims;
 - G. Unlimited free anal gland expressions on any day of the week;
 - H. Unlimited free nose to toes nurse health checks;
 - I. Free nutrition counselling on any day of the week;
 - J. Free weight management program consultations on any day of the week;
 - K. Free dental checks;
 - L. Free heartworm test if applicable;
 - M. 10% discount on Services and Procedures;
 - N. 10% discount on Premium Food for your Companion Animal^;
 - O. 10% discount on all over the counter products for your Companion Animal^;
 - P. 10% discount on micro-chipping if your dog is not micro-chipped;
 - (ii) is a cat, your Membership entitles you to receive the following benefits in respect of your Companion Animal during the Term:
 - a. Unlimited free consultations with our veterinary staff at Girraween Veterinary Clinics any day of the week;
 - i. eye examination;
 - ii. dental examination;
 - iii. skin and coat assessment;
 - iv. body weight assessment (including body score);
 - v. cardiac and lung examination;
 - vi. ear, nose and throat assessment;

- vii. anal area (including anal glands) assessment;
- viii. reproductive and urinary system assessment;
- ix. abdominal examination;
- x. lymph node examination;
- xi. joint status/early arthritic change;
- b. for adult cats, one F3 vaccination per annum;
- c. for adult cats, one FIV vaccination per annum;
- d. for kittens, three F3 vaccinations per annum;
- e. Annual external and internal parasite prevention;
- f. Unlimited free nail trims;
- g. Unlimited free anal gland expressions on any day of the week;
- h. Unlimited free nose to toes nurse health checks;
- i. Free nutrition counselling on any day of the week;
- j. Free weight management program consultations on any day of the week
- k. Free dental checks;
- l. Free FIV test if applicable;
- m. 10% discount on Services and Procedures;
- n. 10% discount on Premium Food for your Companion Animal^;
- o. 10% discount on all over the counter products for your Companion Animal^;
- p. 10% discount on micro-chipping if your cat is not micro-chipped;

(iii) any and all benefits we deem to be "Membership Benefits" from time to time.

(b) Subject to our Fair Use Policy, you may redeem any of the Membership Benefits at our Girraween Veterinary Hospital, as the case may be, at any time unless we advise you otherwise in writing.

(c) Membership Benefits are not transferrable or exchangeable and cannot be taken as cash.

(d) Membership Benefits which are denoted with a '^' are not available to be used in conjunction with any other discount, promotion or package offered by us, a Related Body Corporate or other third party.

(e) We do not guarantee or warrant that any or all of the Membership Benefits will be available at all times and we may vary, change or substitute any of the Membership Benefits with effect from the commencement of any further Term as set out in clause 12.

(f) Girraween Veterinary Hospital will make every effort to have veterinary care available the 6 days per week we are open but may, due to unforeseeable circumstances, be unable to supply such services.

2.3 Membership Conditions

Your Membership requires you to comply with the following conditions:

- a) Your Membership must only be linked to one Companion Animal, which may only be a dog or a cat.
- b) You must only use the Membership Benefits for your Companion Animal and not for any other pet or animal. However, you may have multiple Memberships if you own more than one companion animal.
- c) You must comply with the Fair Use Policy and these Terms and Conditions, including without limitation clause 2.4(b), in relation to redeeming your Membership Benefits.
- d) You must update your contact details with us when they change so that we can keep in touch.
- e) You must pay to us all amounts when they are due under these Terms and Conditions.
- f) You must comply with our or our Related Body Corporate's terms and conditions in relation to any of the goods or services offered and provided to you under the Membership Benefits. To the extent that there are any inconsistencies, these Terms and Conditions will prevail.

3 Fair Use Policy

It is important to us that each member of the Membership is able to access the Membership Benefits. Accordingly, without prejudice to our other rights and remedies under these Terms and Conditions, where your usage of a Membership Benefit is reasonably considered by us to be fraudulent, or to adversely affect, other Members or other users of our goods and services (unreasonable use), we may contact you to discuss changing your usage so that it conforms to the Fair Use Policy. If, after we have contacted you, your unreasonable use continues, we may without further notice suspend or terminate your Membership.

4 Fee, Charges and Payments

- a) You must pay to us the Membership Fee using the payment methods we support. At the Commencement Date, you choose to pay the Membership Fee in equal monthly instalments on the anniversary of each month of the Term, by direct debit from a bank account or credit card as per Ezy pay's requirements.

- b) If you indicate to us within 30 days of the Commencement Date that you would like to cancel your Membership, we will cancel your Membership and refund any money paid to us. You are only permitted to cancel your Membership during this cooling off period, if you have not used your Membership (including any of the Membership Benefits). That is, if you have used your Membership Benefits during the cooling off period, you are not permitted to terminate your Membership under this clause. The cooling off period is only applicable for the initial Term of your Membership.

- c) Without prejudice to our other rights and remedies under these Terms and Conditions, if any amount payable under these Terms and Conditions is not paid on or before the due date:
 - i. you are required to pay to us (or at our discretion, the direct debit provider under the Direct Debit Agreement) on demand:
 - A. a late fee in the amount determined by us from time to time;
 - B. interest at the rate per annum equal to the current rate fixed under section 2 of the Penalty Interest Rates Act 1983 (Vic) plus 2% per annum on any money payable by you under these Terms and Conditions and remaining unpaid after the due date. Interest will be computed from the date on which such payment became due;
 - C. any and all debt recovery charges we (or the direct debit provider under the Direct Debit Agreement) incur;
 - D. We reserve the right, at our discretion, to suspend your Membership until we receive the required payments set out under clause 4(d)(i) in full.
- (d) All amounts payable under these Terms and Conditions will be made without setoff or counterclaim, and without any deduction or withholding. We may set off against any payment due to us any unpaid debts you owe us or owe any of our Related Body Corporates.

5 **Term**

- a) Your Membership is for a term of 12 months (Term) commencing on the Commencement Date and expiring 12 months after the Commencement Date.
- b) Your Membership will be automatically renewed for the same Term as the initial Term unless your Membership is terminated by you or us in accordance with these Terms and Conditions. You agree to comply with these Terms and Conditions (as amended) on renewal.
- c) We will write to you in advance on the anniversary of the Commencement Date advising you of the Membership Fee for the following Membership year. If you pay your Membership Fee annually in advance, we will send you a renewal notice at the same time showing the amount you need to pay to continue your Membership. If you do not wish to renew your Membership, you must give us notice in accordance with clause 6.2.

6 **Termination**

6.1 **Termination by us**

- (a) We may immediately suspend, terminate or limit your access to, and use of, your Membership without notice to you at any time and for any reason, including but not limited to where:
 - i. you breach any of these Terms and Conditions (including a breach of the Direct Debit Agreement) or we consider, in our reasonable opinion, that you have used your Membership in an abusive or fraudulent way or not in accordance with our Fair Use Policy;
 - ii. you use (or in our reasonable opinion we believe you have used) a Membership Benefit for any pet or animal that is not your Companion Animal;

- iii. you have not paid any amount owing under these Terms and Conditions;
 - iv. you have not paid the Membership Fee for the renewed Term;
 - v. you do not comply with any applicable laws; or
 - vi. you are declared bankrupt.
- (b) We may also terminate your Membership without giving any reason provided that we give you at least 30 days' notice of termination. If we terminate your Membership without cause, we will refund to you a portion of the Membership Fee paid by you to us pro-rated according to the period of the current Term that is outstanding.
- (c) If your Membership has been suspended or terminated due to your breach, reactivation of your Membership will be at our discretion. If we agree to reactivate your Membership, we will require payment in full of all outstanding amounts (including any late payment fees, interest, debt recovery charges and reactivation fees required under clause 4(d)(i)). For the avoidance of doubt, this also includes any part of the Membership Fee that is payable during the period of suspension.
- (d) We are not liable for any loss or damage suffered or incurred by you or anyone else as a result of our termination of your Membership.
- (e) Termination of your Membership does not prejudice any right or claim that we have or may have against you.

6.2 Termination by you

You may terminate your Membership with effect from the end of any Term (including if your Companion Animal dies or is lost) by giving us at least 30 days' written notice that your Membership is not to be renewed.

7 Consequences of Termination

On the expiry or earlier termination of these Terms and Conditions:

- (a) your Membership Benefits will be forfeited;
- (b) You must terminate the Direct Debit Agreement in accordance with the terms of the Direct Debit Agreement. We are not liable for any loss you may suffer if you fail to terminate the Direct Debit Agreement in accordance with its terms;
- (c) you will not be entitled to a refund of any money paid under these Terms and Conditions unless we have terminated your Membership without cause;
- (d) all amounts owing to us under these Terms and Conditions become due and payable;
- (e) we will have no further liability to you; and
- (f) Clauses which by their nature are intended to continue beyond termination or expiry of these Terms and Conditions will continue.

8 Your Warranties

You warrant on the Commencement Date and during each day of the Term that:

- (a) you are at least 18 years of age;

- (b) you are the registered owner of your Companion Animal; and
- (c) You have full power and capacity to enter into and perform the obligations under these Terms and Conditions and can do so without the consent of any person.

9 **Our Warranties**

- (a) We do not give any warranties as to the availability or performance of the goods or services under your Membership Benefits.
- (b) Without limitation, we do not make any representations or give any warranties that the use of the Membership Benefits will lead to a longer, happier and healthier life for your Companion Animal.

10 **Liability and Indemnities**

- a) Where we supply goods or services to you as a Consumer as defined in the Australian Consumer Law (as contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth) (Act)), then nothing in this clause excludes, restricts or modifies any liability, right or remedy imposed or conferred by the Act. However, to the extent permitted by the Act, you acknowledge and agree that our liability is limited to, at our election and in our absolute discretion:
 - i. in the case of goods,
 - 1. the replacement of the goods or the supply of equivalent goods;
 - 2. the repair of the goods;
 - 3. the payment of the cost of having the goods replaced or of acquiring equivalent goods; or
 - 4. the payment of the cost of having the goods repaired; or
 - ii. in the case of services:
 - 1. the re-supply of those services; or
 - 2. The payment of the cost of having those services re-supplied.
- b) To the maximum extent permitted by law, our liability to you (or any person claiming through or under you) for all loss or damage arising out of or in connection with these Terms and Conditions whether arising in tort (including negligence), statute or contract is limited to the Membership Fee we receive from you for the current Term of your Membership.
- c) To the maximum extent permitted by law, you agree to fully indemnify and hold us (and our officers, directors, agents, subsidiaries, joint ventures and employees) harmless against any expenses, costs, losses (including consequential losses), claims, or damage that we (and our officers, directors, agents, subsidiaries, joint ventures and employees) may suffer or incur as a result of, or in connection with, your use of, access to or conduct in connection with your Membership, including but not limited to any breach by you of these Terms and Conditions or any laws or statute.
- d) In the event that you have a dispute with or claim against us (or our officers, directors, agents, subsidiaries, joint ventures or employees), you agree to fully and forever release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from any claims, demands and damages (actual and consequential), arising out of or in any way

- connected to such dispute with or claim against us (or our officers, directors, agents, subsidiaries, joint ventures or employees) or the Membership or a Membership Benefit.
- e) Nothing in these Terms and Conditions limits any rights or remedy which you may have by application of statute which we cannot contract out of.
 - f) You acknowledge and agree that this clause 10 is intended to survive termination of your Membership.

11 **GST**

- (a) Terms which are defined or have a special meaning in A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act) have the same meaning in these Terms and Conditions, when used in relation to GST, unless indicated to the contrary.
- (b) If a GST is imposed on any supply made under or in connection with these Terms and Conditions (a taxable supply) the party obliged to pay for the taxable supply will pay additional consideration of an amount equal to the GST payable on or for the taxable supply.
- (c) The charges referred to in these Terms and Conditions are exclusive of GST.

12 **Changes to Membership Benefits or these Terms and Conditions**

- (a) During the Term, we will not vary your Membership and these Terms and Conditions.
- (b) We reserve the right to vary your Membership and these Terms and Conditions in respect of any further Term in any way, including:
 - i. varying, amending, changing, substituting or revoking any of the Membership Benefits;
 - ii. changing the value of rewards or limiting the availability of rewards under the Membership Benefits;
 - iii. varying how you may use the Membership Benefits; and
 - iv. Imposing restrictions on the use of the goods and services offered as part of the Membership Benefits as may reasonably be deemed by us to be necessary or convenient for the orderly administration of the Membership.
- (c) Details of our terms will be available on our website.
- (d) Changes to these Terms and Conditions made pursuant to clause 12(b) will become effective on the commencement date of any further Term and your renewal of your Membership in accordance with these Terms and Conditions for that further Term will constitute acceptance of the amended terms. If you do not wish to accept the amended terms and conditions, you must terminate your Membership before the end of the current Term in accordance with clause 6.2.

13 Privacy

The collection, use and disclosure of personal information provided in connection with this Membership is governed by our Privacy Policy which is available here [insert hyperlink to Privacy Policy].

14 General

- (a) These Terms and Conditions constitute the entire agreement between us and you. It supersedes all prior agreements, understandings and representations whether oral or written.
- (b) You may not assign or in any other way deal with your rights and obligations under these Terms and Conditions without our consent, including if you sell, or give away or otherwise transfer your Companion Animal.
- (c) All notifications under these Terms and Conditions will be by email to your nominated email address. By entering into these Terms and Conditions, you agree to receive other email communications of a marketing and promotional nature unless you opt out of our mailing list.
- (d) If any provision or provisions of these Terms and Conditions is or are deemed to be invalid by a court of competent jurisdiction, the invalidity of that provision or those provisions will not affect the validity of the remaining provisions in these Terms and Conditions, which will remain in full force.
- (e) Any waiver or election in relation to a provision of or a right or remedy arising under these Terms and Conditions must be in writing and signed by the party granting the waiver.
- (f) A failure or delay in exercise, or partial exercise, of a right, power, authority, discretion or remedy arising from a breach of or default under these Terms and Conditions, does not result in a waiver of that right, power, authority, discretion or remedy.
- (g) These Terms and Conditions are governed by and construed in accordance with the laws of the State of Victoria, Australia. You submit to the jurisdiction of the courts of the State of Victoria and of the courts competent to hear appeals from the courts of that State.

15 Definitions

Application Form means the application form for your dog or cat which sets out the details and information required by us in order to become a Member of the “Wellness Club ” offered by Girraween Veterinary Hospital.

Commencement Date has the meaning in clause 1(b).

Companion Animal means your dog or cat chosen for the purposes of this Membership and which dog or cat was specified on the Application Form.

Fair Use Policy means the fair use policy devised by us from time to time, which as at the Commencement Date is the policy set out in clause 3.

Membership means your membership to the “Members Club” offered by Girraween Veterinary Hospital for the Term in accordance with these Terms and Conditions and **Member** has the corresponding meaning.

Membership Fee means for:

(a) the initial term, the membership fee described on the Application Form; and

(b) any renewed terms, the membership fee as advised by us in writing from time to time in accordance with clause 5(c).

Membership Benefits if your Companion Animal:

(a) is a dog, means the benefits listed under clause 2.2(a)(i); and

(b) is a cat, means the benefits listed under clause 2.2(a)(ii),

and each benefit listed under clause 2.2(a)(i) or 2.2(a)(ii) is a **Member Benefit** for your dog or cat, as applicable.

Girraween Veterinary Hospital means the veterinary clinic operated by us from time to time.

Premium Food means any food designated as premium food by us from time to time, including dog and cat food supplied by Advance, Hill’s, Royal Canin, Pro Plan, and Black Hawk, and including prescription foods prescribed by us to your Companion Animal from time to time.

Related Body Corporate has the meaning given in section 9 of the Corporations Act 2001 (Cth).

Term has the meaning in clause 5(a).

Terms and Conditions means these terms and conditions as amended from time to time in accordance with clause 12, together with any and all other written information relating to your Membership provided to you when you sign up to the Membership, including the Application Form and the Direct Debit Agreement.