

TERMS AND CONDITIONS

- (a) Paw Ventures Pty Ltd trading (ACN 652 241 328) ("**Cognitive Canine**"); and
- (b) The client outlined in Schedule A ("**Client**")

Definitions

"**Company**" means Paw Ventures Pty Ltd trading as Cognitive Canine.

"**Client**" means the person(s) engaging the Company to provide services.

"**Dog(s)**" means the animal(s) owned by the Client and subject to the services.

"**Services**" means dog walking, dog training and related services provided by the Company.

1. Services

- (a) The Company will provide the Services from the Client's nominated address within a two (2) hour window as agreed in advance.
- (b) Cognitive Canine agrees to provide all Services in accordance with recognised practice and may subcontract any part of the Services as required.
- (c) The Company's staff may transport the Dog(s) in a vehicle as part of the Services.
- (d) The Client must ensure the Dog(s) are available and accessible at the agreed time and location.

2. Client responsibilities

- (a) The Client must nominate a contact person and an emergency contact person with authority to make decisions or obtain authorisation as required. The Client must provide all required personal details, including full name, residential address, contact telephone number, and email address, prior to commencement of Services. The Client is responsible for ensuring these details are kept up to date at all times.
- (b) The Client must provide all information, access, and cooperation reasonably required by Cognitive Canine to perform the Services.
- (c) The Client warrants that the Dog(s) are up to date with vaccinations, are in good health, and are not known to be aggressive or dangerous.
- (d) The Client is responsible for ensuring that the Dog(s) are securely restrained or contained at the premises at the time of collection and return.

3. Bookings, Fees and Cancellations

- (a) Bookings must be made in advance and are subject to availability.
- (b) The parties agree that the fees for the Services are either as agreed in writing between the parties or as set out in the current fee schedule provided by the Company. The Client acknowledges and agrees to pay all fees in accordance with these Terms and Conditions.
- (c) The Client must provide at least twenty-four (24) hours' notice to cancel or reschedule a booking. If the Client cancels or reschedules an appointment with less than 24 hours' notice, Cognitive Canine may charge a cancellation fee or travel expenses as specified.
- (d) The Client must pay the tax invoice on the invoice date unless otherwise agreed in writing. Overdue invoices may incur interest, late payment fees, administrative fees, and costs of debt collection fees. Cognitive Canine may refer unpaid invoices to a debt collection agency or law firm, and the Client will be liable for all associated costs.
- (e) Cognitive Canine may offer discounts or credits (including early payment, referral fees, or promotional discounts) at its discretion.
- (f) If the Client fails to pay any fee by the due date, Cognitive Canine may at its sole discretion and without prejudice to any other rights or remedies, immediately suspend the provision of all Services until all outstanding fees are paid in full. Cognitive Canine will not be liable for any loss or damage suffered by the Client as a result of such suspension.

4. Risk and Liability

- (a) The Client acknowledges that there are inherent risks associated with the Services, including but not limited to injury, illness, escape, or death of the Dog(s) and risks arising from environmental hazards such as snakes.
- (b) The Company will take all reasonable care in the provision of Services but accepts no responsibility or liability for any injury, illness, loss, or death of the Dog(s) howsoever arising, including but not limited to incidents involving other animals, vehicles, or environmental hazards.
- (c) The Client is solely responsible for all veterinary costs and all expenses incurred as a result of injury or illness to the Dog(s) during the provision of Services, regardless of cause.
- (d) The Client is solely responsible for any injury, damage, or loss caused by the Dog(s) to any person, animal, or property during the provision of Services, including but not limited to injury to Company staff, third parties, or other animals.
- (e) The Company is not liable for any loss, injury, or death of the Dog(s) arising from circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, or the Dog's own behaviour.
- (f) To the maximum extent permitted by law, including the Australian Consumer Law, Cognitive Canine makes no warranties or representations about the Services.
- (g) Cognitive Canine does not warrant or guarantee any specific outcomes as a result of the Services. The Client acknowledges that the Services are provided on an "as is" basis, and that any reliance on the Services or deliverables is at the Client's own risk.

5. Indemnities

The Client indemnifies and holds harmless the Company, its directors, employees, subcontractors and agents from and against all claims, demands, losses, damages, costs, and expenses (including legal costs on a full indemnity basis) arising out of or in connection with:

- (i) any breach of these Terms and Conditions by the Client;
- (ii) any act or omission of the Client or the Dog(s);
- (iii) any injury, illness, or death of the Dog(s) during the provision of Services;
- (iv) any injury, damage, or loss caused by the Dog(s) to any person, animal, or property.

6. Emergency Situations

- (a) In the event of an emergency, the Company will attempt to contact the Client or the nominated emergency contact using the details provided. If contact cannot be made, the Client authorises the Company to seek veterinary care for the Dog(s) at the Client's expense.
- (b) The Client agrees that the Company is not liable for any decisions made in good faith in the event of an emergency.

7. Events beyond our control

Neither party shall be liable to the other party for any loss caused by any failure to observe the Terms and Conditions, where such failure is occasioned by causes beyond its reasonable control including but not limited to by pandemic, fire, flood, riot, strike, war, pandemic, restrictions and prohibitions or any other actions by any government or semi government authorities.

8. Dispute Resolution

- (a) If a dispute arises out of or in connection with the Terms and Conditions, the parties must first attempt to resolve the dispute by negotiation, acting in good faith.
- (b) If the dispute is not resolved within 14 days of the commencement of negotiations, either party may refer the dispute to mediation. The mediation will be conducted in ACT in accordance with the rules of the Australian Disputes Centre (ADC) or such other

mediator as the parties may agree in writing. Each party must bear its own costs of the mediation and share equally the mediator's fees.

- (c) Neither party may commence court proceedings (except for urgent interlocutory relief) unless and until it has complied with the procedures set out in this clause.

9. Miscellaneous

- (a) These Terms and Conditions shall be governed by the laws of the ACT and the parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in ACT.
- (b) If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.
- (c) The Company may amend these Terms and Conditions at any time by providing written notice to the Client.

10 Your Acceptance

By engaging the Company's Services, the Client acknowledges that they have read, understood and agrees to be bound by these Terms and Conditions.