

# First Point Animal Services Terms and Conditions

## 1. Definitions

In these terms and conditions, unless the context otherwise requires:

**booking form** means the form specified by us to be completed by you when requesting a reservation;

**insurance** means an appropriate level of insurance cover with a reputable insurer chosen by you for the duration of your use of our transit facility;

**reservation** means an agreement by us to provide the services;

**services** means the provision of temporary accommodation of livestock using the transit facility;

**transit facility** means the facilities that will be provided by us for the purpose of temporarily accommodating livestock in connection with the transport of that livestock;

**we or us or our** means First Point Animal Services Pty Ltd (ABN 27 609 805 110) including our employees, officers, contractors and agents;

**you or your** means the owner, or authorised licensee or agent of the owner of the relevant livestock, and employees, officers, contractors and agents; and

**your property** means your livestock, transport equipment or any other property that you use to transport your livestock to or from our transit facility.

## 2. Conditions

2.1 These conditions apply to our transit facility services. By submitting a booking form and/or making a reservation for our services, you agree to abide by these terms and conditions.

2.2 When using our services or attending the transit facility, you must ensure that all of your employees, officers and agents abide by the directions, rules and regulations regarding our transit facility made by us or our personnel at all times (to the extent not inconsistent with these terms).

## 3. Reservation

We will only be required to provide you with our services if:

- (a) you have submitted a duly completed booking form;
- (b) we have confirmed the reservation; and
- (c) you have made payment for the reservation or services in the period of time specified by us.

## 4. Payment

4.1 You must pay the fees for the reservation, which are disclosed on our website at [www.fpas.com](http://www.fpas.com), and are available at our premises or by telephoning us, and stated in our reservation confirmation.

4.2 If any of our fees are not paid within 30 days, we may cancel the reservation and withdraw our services.

## 5. Cancelling a reservation

5.1 Once a reservation has been made for the use of our transit facility, you have until 48hrs prior to the flight date indicated on your booking form to cancel your reservation.

5.2 Any cancellation made by you must be in an email and sent to [operations@fpas.com](mailto:operations@fpas.com)

5.3 If a cancellation is made by you after the timeframe specified in clause 5.1, you will incur a cancellation fee of A\$250. The cancellation fee will otherwise be \$500. The cancellation fee is payable by 30 days from invoice.

## 6. Altering a reservation

6.1 Once a reservation has been made you have until 24 hrs prior to the flight date indicated on your booking form to request an alteration to the confirmed reservation.

6.2 We make no guarantee that any alteration to your reservation will be accepted by us.

6.3 If an alteration is accepted by us, you will receive confirmation from us in email.

## 7. Transfer of your livestock

7.1 You authorise us to allow access to your livestock by any person ostensibly authorised by you, including any person, transport provider or agent nominated on your booking form.

7.2 You authorise us to release your livestock into the care of any person ostensibly authorised by you, including any person, transport provider or agent nominated on your booking form.

7.3 We take no responsibility for any loss or damage that is caused to your livestock or your property in the transfer or release of your livestock in accordance with this clause 7.

## 8. Liability

8.1 Subject to clause 9, we take no responsibility for any personal injury or death, or any loss or damage, caused to any of your property, except where caused by our gross negligence or wilful misconduct.

8.2 You are liable for, and agree to indemnify us against:

- (a) any damage or loss that is caused by you or your property; and
- (b) any claims for personal injury or death that was caused or contributed to by you or your property;

unless and only to the extent that any such loss, injury, damage or death was caused by our gross negligence or wilful misconduct.

## 9. Warranties

9.1 Subject to clause 9.2:

- (a) the only guarantee, warranty or condition provided in relation to any of your property is any express warranty that we provide; and
- (b) we exclude all liability in relation to your property, whether in contract, tort or otherwise, including all liability for any consequential loss or damage.

9.2 Subject to clause 9.3, nothing in clause 9.1 excludes, restricts or modifies;

- (a) the application of any consumer guarantee in the Australian Consumer Law (**Consumer Guarantee**) or any similar provision in the law of any State or Territory that cannot be excluded, restricted or modified (**Similar Provision**);
- (b) the exercise of any right conferred by a Consumer Guarantee or Similar Provision; or
- (c) our liability under any Consumer Guarantee or Similar Provision.

9.3 Where permitted and to the full extent permitted by law, our liability under any Consumer Guarantee or Similar Provision is limited, at our option, to:

- (a) in the case of goods, the repair or replacement of those goods, the supply of equivalent goods, the payment of the cost of repairing or replacing the goods or acquiring equivalent goods; and
- (b) in the case of services, supplying those services again, or paying the cost of having the services supplied again.

## 10. Insurance

You acknowledge that we do not provide any insurance services in relation to your use of our transit facility.