

Terms of Service

TERMS OF SERVICE

This Contract is between The Cat Protection Society of Victoria (CPSV) and the customer (its successors and permitted assigns) (Customer) relating to any of CPSV's products (Products) or its services including customer service and technical backup (Services) or transactions are subject to these terms and conditions of sale (Terms). Unless otherwise agreed in writing these Terms apply to and form part of all agreements for the supply of Products and related Services by CPSV to the Customer (Contract).

Title

1.1 Subject to these Terms, legal and equitable title in the Products shall remain vested in CPSV and shall not pass to the Customer until the Customer has paid the purchase price and all other moneys owed by the Customer to CPSV in full. In the event of default by the Customer of any of these Terms, including the payment of monies due under these Terms, the Customer acknowledges and agrees that CPSV may recover or retake possession of all or any of the Products supplied to the Customer, and the Customer hereby authorises and allows CPSV or its representative, servant, agent or employee to enter without notice and at any time any premises where any of the Products are housed or stored for the purpose of retaking possession of all or any of the Products. CPSV shall not be liable for any costs, losses, damages, expenses or any other monies or losses suffered by the Customer as a result of CPSV taking possession of the Products.

1.2 Risk passes to the Customer when CPSV delivers the Products, either to the Customer's store, customer's home or to the specified carrier's depot.

1. Cancellation of Orders

CPSV will generally accept cancellation of an order where;

1. a) Written advice of cancellation is received prior to despatch.

1.3 Prices

Prices include GST. Prices listed on our website are based on current all inclusive manufacturing costs, and are subject to variation without notice if such costs increase or decrease either before or after acceptance of any order.

1. Payment Terms

Terms of sales are strictly payment upon order. Any expenses incurred by CPSV in recovery of debts are to be met by the Customer. This will not apply in cases where non-payment of an account is entirely due to fault on the part of CPSV. Should the Customer default in the payment of any monies due under these terms, then all monies due to CPSV shall immediately fall due and payable and shall be payable on demand, and CPSV shall be entitled to charge interest at the rate of 15% per annum on all overdue accounts from the due date to the actual date of payment.

2. Delivery

2.1 CPSV attempts to process all orders within 3 business days (excluding weekends and public holidays) after receiving the Customers order confirmation email. The Customer will receive another notification when the order has been shipped.

2.2 CPSV will strive to ensure deliveries are made on time, however any times quoted for delivery are to be treated as estimates only and involving no contractual obligations.

1. Competition and Consumer Act 2010 (Cth) (CCA)
2. a) Where the provisions of the CCA apply, the provisions of these Terms will be read subject to the application of the CCA and in the case of any conflict, the provisions of the CCA will apply.
3. b) Nothing in these Terms is intended to limit or replace any rights of "consumers" as that term is defined under the CCA.
4. c) The Customer agrees that if the Customer buys any Products for the purposes of re-supply, manufacture, or repair of other goods, the CCA will not apply to such supplies.
5. d) If the Customer on-sells any Products it agrees that it will not make any representations in relation to the Products which are not:
6. e) The Customer agrees that it will indemnify CPSV against any claim, liability or cost incurred by CPSV as a result of any breach by the Customer of its obligations in clause 8d) above.

3. Warranty Claims

3.1 Except to the extent required by law, all consumer guarantees, representations, warranties, terms and conditions in relation to the Products and Services (whether implied or otherwise) are hereby excluded to the maximum extent permitted by law.

3.2 To the maximum extent permitted by law:

1. a) CPSV shall not be liable in respect of any defective Products unless the Customer notifies CPSV in writing of its claim within 14 days from delivery and gives CPSV

reasonable opportunity to investigate the claim. Failure to so notify CPSV in this timeframe shall be deemed to be unqualified acceptance of the delivery;

2. b) (despite clause 9.1a), CPSV shall have no liability for, and will not accept any claims for Products which, after delivery pursuant to clause 1.4 of these Terms:
 - (i) are not intact and in original condition;
 - (ii) have been used, altered, improperly stored or handled or suffered damage or deterioration; or
 - (iii) have been affixed, used or applied in any way;
3. c) except as stated in these Terms, CPSV shall not be liable for any losses or damages incurred by the Customer or any third party in relation to the Products or these Terms including any damage to property;
4. d) except as set out in these Terms, no other term, condition, warranty, representation and/or understanding whether express or implied, in any way extending to, or otherwise relating to or binding upon CPSV, is made or given by or on behalf of CPSV in respect of the Products.
5. e) CPSV's liability to the Customer (and any party claiming through the Customer against CPSV) for any claim for loss or damage (including legal expenses) made in connection with the Contract for breach of contract, tort (including negligence), under statute, in equity, at common law or otherwise shall be limited at CPSV's discretion, to the following:
6. f) replacement of the Products or supply of equivalent Products, or repairing the Products, or crediting the Customer for the price of the Products as at the date of delivery, or paying the Customer the cost of repairing of the Products (with such cost having prior approval by CPSV) where CPSV has supplied Services, CPSV's liability is limited to the provision of the Services again or payment of the costs of having the relevant Services provided again at CPSV's option.
7. g) CPSV will not be liable for any loss or damaged caused by the negligence of the Customer or any third party acting on behalf of the Customer. This includes any loss or damage caused by the supply by the Customer or third party acting on behalf of the Customer of incorrect manufacturing instructions, drawings or material specifications, and faulty installation or misuse of the Product by the Customer or a third party.
8. h) CPSV will not be liable for any contingent, consequential, direct, indirect, special or punitive damages whether due to negligence or otherwise, and the Customer acknowledges this limit of liability and agrees to limit any claim accordingly.
9. Exclusions

Except if and to the extent applicable law requires otherwise the Customer agrees that:

1. a) without limiting or affecting clause 9.2d), no dealing between CPSV and the Customer shall be or deemed to be a sale by sample;
2. b) it shall rely on its own knowledge and expertise in selecting Products for any purpose and any advice or assistance given by or on behalf of CPSV shall be

accepted at the Customer's risk and shall not be deemed to have been given as expert or adviser nor to have been relied upon;

3. c) CPSV shall not be liable under these Terms in respect of any Products to the extent that any third party manufacturer is liable under a manufacturer's warranty for such Products (the benefit of which CPSV will, to the extent possible, extend to the Customer); and
4. d) CPSV shall not be liable nor responsible for any failure to comply with any requirements of the Customer or any other person (whether relating to manufacture, design, fabrication, installation and/or any other particular intended use of any Products and/or otherwise) which are not precisely and accurately communicated in writing directly to the appropriate personnel at RSPCA and accepted in writing by CPSV prior to delivery of the Products under these Terms.

4. Returns

4.1 CPSV will always endeavour to accept returns in order to offer the best service, however, except in the case of defective Products

4.2 CPSV's Online Shop accepts returns up to 30 days after delivery, if the item is unused and in its original condition, and we will refund the full order amount minus the shipping costs for the return.

4.3 Despite any other provisions of these Terms (and except in the case of defective Products, in which case clause 8 of these Terms will apply) Products made to order (i.e Products that are not standard stocked items) are not returnable.

1. Default

11.1 The Customer will be in default if any of the following occurs:

1. a) Customer breaches these Terms; and/or
2. b) payments for the Products or Services has not been received by CPSV by the due date of payment; and/or
3. c) the Customer is subject to any insolvency proceedings.

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1. Applicable Law

These Terms shall be governed by and construed in accordance with the laws of the State of Victoria, Australia. The parties hereby agree to submit to the non-exclusive jurisdiction of the Courts of Victoria and any court which may hear appeals there from.