Rest Your Paws

REST YOUR PAWS – TERMS & CONDITIONS

Effective Date: 03 November 2025

These Terms and Conditions ("**Terms**") constitute a legally binding agreement between you ("**Client**", "**you**" or "**your**") and Rest Your Paws Pty Ltd NZBN: 9429053219497 trading as Rest Your Paws ("**the Company**", "**we**", "**us**" or "**our**"). The Terms govern your access to and use of our website (located at www.restyourpaws.co.nz) and the provision of all related services (collectively, the "**Services**"). By accessing our website or booking any Service, you acknowledge that you have read, understood, and agree to be bound by these Terms.

1. INTERPRETATION AND DEFINITIONS

1.1. Interpretation

(a) In these Terms, unless the context otherwise requires, headings are for convenience only and do not affect the interpretation of these Terms.

(b) Any reference to "day" means a calendar day and "business day" means a day (including Saturdays, Sundays, and public holidays) on which the Company operates.

1.2. Definitions

For the purposes of these Terms, the following definitions apply:

Affiliate: Any entity that directly or indirectly controls, is controlled by, or is under common control with the Company.

Booking: The process whereby a Client provides the necessary information and confirms an appointment for a Service.

Client: Any individual, business or other legal entity that accesses our website and/or uses our Services.

Content: Any text, graphics, logos, images, audio, video, software, resources and other material made available on our website.

Independent Contractor: A service provider engaged by the Company on a contractual basis who is not an employee.

Personal Information: Any information that identifies or could reasonably be used to identify an individual, including but not limited to names, addresses, telephone numbers, email addresses and payment information.

Service(s): The range of services provided by and on behalf of the Company, which include:

(a) **Veterinary Services:** In-home veterinary services (including but not limited to, palliative care consultations, quality of life assessments, injection appointments, recheck appointments and euthanasia appointments) and telehealth consultations.

(b) **Aftercare Services:** Aftercare / cremation services and university pet donation programs.

(c) **Counselling Services:** pet loss counselling / grief counselling.

Website: The Company's online website / platform, available at www.restyourpaws.co.nz.

2. COMPANY DETAILS

2.1. **Registered Address:** Blue Rock NZ Limited, 4 Ash Street, Christchurch Central, Christchurch, 8011, New Zealand.

2.2. **Contact Details**

Telephone: (09) 909 3128

Email: info@restyourpaws.co.nz

3. SCOPE OF SERVICES

3.1. **General Description of Services**

(a) The Company provides compassionate, in-home veterinary services aimed at ensuring the dignity and comfort of terminally-ill, elderly or suffering pets, including aftercare services and pet loss counselling for those who have suffered a loss.

(b) The Services are provided on a 7-day per week basis and include, without limitation:

(i) **Veterinary Services**, defined above

(ii) **Aftercare Services,** defined above

(iii) **Counselling Services,** defined above.

3.2. **Modes of Engagement**

(a) Clients may engage our Services via:

(i) Direct telephone call to our Client Care Team.

(ii) Email or text message enquiry.

(iii) Completion of the ‘Contact Us’ form on our website.

(b) A substantial number of referrals arise from veterinary clinics, online search engines (e.g. Google Ads/SEO) and word of mouth.

4. BOOKING, INFORMATION AND PAYMENT

4.1. **Booking Requirements**

In order to book our Services, Clients are required to provide complete and accurate information, which may include:

(a) **Client Information:**

(i) Full name(s) (in cases where multiple parties are involved).

(ii) Email address and mobile telephone number.

(iii) Residential address and detailed instructions for accessing the premises (e.g. parking instructions).

(iv) Referring veterinary clinic (if applicable).

(b) **Pet Information:**

(i) Pet's name, species, breed, sex, age, and weight.

(ii) Pet's medical history, current condition and behavioural details (including any information on temperament such as anxious or aggressive tendencies).

(c) **Service Details:**

(i) The specific Service requested (e.g. palliative care consultation, home euthanasia, aftercare options, etc.).

(ii) Appointment date, time and location details.

(iii) Name of the allocated Company veterinarian (if applicable).

(d) **Payment Details:**

(i) Credit card details (processed securely via a third-party provider such as Stripe) or

(ii) Bank account name and number (including branch/suffix) for payments made via bank transfer.

4.2. Payment Terms

(a) All Services must be paid for in full upfront, prior to the commencement of any Service.

(b) In instances where Services comprise more than one element (e.g. home euthanasia coupled with aftercare services), the full payment for each element must be received before the respective Service is rendered.

(c) If the finalisation of any aftercare arrangements following an initial appointment, the relevant invoice will be issued and must be paid within 7 business days of the date of the invoice.

(d) No Service shall be deemed confirmed until full payment has been received and processed by the Company.

4.3. Payment Processing

(a) Payments are processed by secure third-party payment providers (such as Stripe).

(b) At present, our website does not support direct online payment. Payment instructions and relevant invoicing details will be provided to the Client upon confirmation of the Booking.

5. CANCELLATION, RESCHEDULING AND REFUND POLICY

5.1. General Principle

We recognise that unforeseen circumstances may arise. However, as our appointment times are limited and in high demand, late cancellations or rescheduling may incur fees.

5.2. Veterinary and Aftercare Services

If you wish to cancel or reschedule a booking for veterinary or aftercare Services, the fees set out in our Cancellation Policy may apply (which is incorporated herein by reference). Please see the link in the site footer to access the policy.

5.3. Procedure for Cancellation/Rescheduling

(a) To cancel or reschedule any appointment, you must contact the Company.

(b) Should telephone contact not be possible, you may email us at info@restyourpaws.co.nz.

(c) Refunds, where applicable, will be processed using the same payment method as the original payment.

6. CLIENT OBLIGATIONS AND RESPONSIBILITIES

6.1. Provision of Accurate Information

(a) You must provide accurate, complete and up-to-date information when booking and prior to the commencement of any Service.

(b) The Company will not be held responsible for any Service failure or additional charges arising from incorrect or incomplete information.

6.2. Ensuring a Safe and Suitable Environment

(a) You must ensure that the environment at the Service location is safe and suitable for the performance of the Service by the Company's personnel.

(b) You agree to inform the Company in advance of any special hazards, security requirements, or unique circumstances that may affect the delivery of the Service.

6.3. Authority and Consent

(a) By Booking a Service, you confirm that you are either the legal owner of the pet(s) or are duly authorised to act on behalf of the pet(s)' owner.

(b) In the event of a home euthanasia:

(i) you acknowledge that you have received comprehensive information regarding the Service and procedure, its risks, and the alternatives;

(ii) you acknowledge that you have provided express consent for the Service and procedure to be performed by or on behalf of the Company; and

(iii) by Booking the Service or by inviting the Company's authorised personnel into your home, you hereby confirm that you are either the legal owner of the pet(s) or are duly authorised to act on behalf of the pet(s)' owner.

(c) You further agree to comply with any and all instructions provided by the Company or its authorised personnel during the delivery of the Service.

6.4. Use of Personal Information

You consent to the collection, use, storage, and disclosure of your Personal Information in accordance with our Privacy Policy, which is incorporated herein by reference.

7. THIRD-PARTY SERVICES AND INDEPENDENT CONTRACTORS

7.1. Third-Party Providers

(a) Certain aspects of our Services, including Aftercare Services are provided by third-party providers.

(b) The Company will take all reasonable steps to ensure that these providers comply with applicable standards; however, the Company accepts no liability for the performance or conduct of any third-party provider.

7.2. Independent Contractors

(a) Some Veterinary Services and Counselling Services may be performed by authorised, highly skilled and trained Independent Contractors.

(b) The engagement of such independent contractors does not create an employer-employee relationship between you and the contractor, nor does it affect your rights under these Terms.

7.3. Disclosure of Information

In order to facilitate the provision of Services, you authorise the Company to share relevant Personal Information with any third-party provider or Independent Contractor as necessary for the delivery of the Service.

8. INTELLECTUAL PROPERTY

8.1. Ownership of Content

(a) All Content displayed on our Website and provided in connection with the Services, including text, graphics, logos, images, audio, video and software, is either owned by the Company or is used under licence from third parties.

(b) This Content is protected by copyright, trademark and other intellectual property laws.

8.2. Limited Licence

(a) The Company grants you a limited, non-transferable, non-exclusive licence to access and use the Website solely for your personal and non-commercial purposes.

(b) No right, title or interest in the Content is transferred to you by virtue of your use of the Website or Services.

8.3. Restrictions

You must not reproduce, redistribute, republish, display, modify, or otherwise exploit any part of the Website or Content without the express written permission of the Company, except as permitted by applicable law.

9. PRIVACY AND DATA PROTECTION

9.1. Collection and Use of Personal Information

(a) The Company collects Personal Information for the purposes of providing and improving our Services, processing payments, and complying with legal obligations.

(b) Our collection, use, storage, and disclosure of Personal Information is governed by our Privacy Policy, which forms an integral part of these Terms. Please see the link in the site footer to access the policy.

9.2. Security

(a) The Company implements appropriate technical and organisational measures to protect Personal Information against unauthorised access, loss, or misuse.

(b) However, no method of transmission over the Internet, or method of electronic storage, is entirely secure, and the Company cannot guarantee absolute security.

9.3. Access and Correction

(a) You have the right to request access to, and correction of, any Personal Information held about you by the Company, subject to any lawful exemptions.

(b) Requests should be directed to info@restyourpaws.co.nz.

10. LIMITATION OF LIABILITY AND DISCLAIMERS

10.1. Limitation of Liability

(a) Subject to any mandatory legal rights, the Company's liability for any claim arising out of or in connection with the Services shall be limited to the total amount paid by you for the specific Service in question.

(b) To the maximum extent permitted by law, the Company, its affiliates, officers, employees, Independent Contractors, and third-party providers shall not be liable for any indirect, incidental, consequential, special or punitive losses or damages (including loss of profits, loss of data or business interruption) arising out of or in connection with your use of our Services.

10.2. Disclaimers

(a) The Services are provided on a "as is" and "as available" basis without any representations or warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

(b) While we strive to deliver our Services with the utmost care and professionalism, outcomes may vary and the Company does not guarantee any particular result.

(c) The Company shall not be liable for any loss or damage caused by any delay, interruption, or failure in the performance of the Services resulting from circumstances beyond our reasonable control (including, but not limited to, natural disasters, pandemics, or acts of government).

10.3. Consumer Rights

Notwithstanding any provision in these Terms, nothing in these Terms is intended to limit, restrict, or exclude any statutory rights or consumer guarantees afforded to you under the New Zealand Consumer Guarantees Act 1993 (CGA) and Fair Trading Act 1986 (FTA) or any other mandatory legislative provisions.

11. FORCE MAJEURE

The Company shall not be liable for any failure or delay in performing its obligations under these Terms if such failure or delay is due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, industrial disputes, epidemics, pandemics, governmental actions or restrictions, or failures of third-party suppliers or services ("**Force Majeure Event**").

In the event of a Force Majeure Event, the Company shall be entitled to suspend or terminate the affected Services without incurring liability.

12. DISPUTE RESOLUTION

12.1. Informal Resolution

In the event of any dispute arising out of or in connection with these Terms or the Services, the parties agree to first attempt to resolve the dispute informally by contacting the Company at info@restyourpaws.co.nz.

12.2. Formal Resolution

(a) If the dispute is not resolved informally within 30 days, either party may refer the dispute to mediation before commencing any legal action.

(b) If mediation is unsuccessful, the dispute shall be resolved by the courts of New Zealand, to which jurisdiction you hereby submit.

13. GOVERNING LAW AND JURISDICTION

13.1. Governing Law

These Terms are governed by, and construed in accordance with, the laws of New Zealand. You submit to the non-exclusive jurisdiction of the courts of New Zealand.

13.2. Jurisdiction

You agree to submit to the non-exclusive jurisdiction of the courts of New Zealand for the resolution of any disputes arising under or in connection with these Terms.

14. NOTICES

14.1. Any notice or other communication required or permitted to be given under these Terms shall be in writing and shall be delivered by:

(a) Personal delivery;

(b) Electronic mail (to info@restyourpaws.co.nz); or

(c) Prepaid post to the Company's registered address as set forth in Section 2.1.

14.2. Notices shall be deemed to have been received:

(a) On the date of delivery if delivered personally;

(b) On the date of transmission if sent by email (provided no delivery failure notification is received); or

(c) Three business days after posting if sent by prepaid post.

15. AMENDMENTS, WAIVERS AND SEVERABILITY

15.1. Amendments

The Company reserves the right to amend or update these Terms from time to time at its sole discretion. In the event of material changes, the Company will provide notice by posting a notice on the Website and/or by email. Your continued use of our Website or Services after such changes will constitute your acceptance of the amended Terms.

15.2. Waiver

The failure of the Company to enforce any provision of these Terms shall not constitute a waiver of that or any other provision. A waiver of any breach or default shall not be deemed a waiver of any subsequent breach or default.

15.3. Severability

If any provision of these Terms is found to be invalid or unenforceable under any applicable law, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

15.4. Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and the Company with respect to the subject matter herein, and supersede all prior agreements, representations or understandings, whether written or oral.

16. MISCELLANEOUS

16.1. No Partnership or Agency

Nothing in these Terms shall be deemed to constitute a partnership, joint venture or agency relationship between you and the Company.

16.2. Assignment

The Company may assign or transfer any or all of its rights or obligations under these Terms without notice to you. You may not assign or transfer your rights or obligations under these Terms without the prior written consent of the Company.

17. CONTACT INFORMATION

If you have any questions, comments or concerns about these Terms or any aspect of our Services, please contact us at:

By Email: info@restyourpaws.co.nz

By Telephone: (09) 909 3128

By Post: Blue Rock NZ Limited, 4 Ash Street, Christchurch Central, Christchurch, 8011, New Zealand.