

1. **PARTIES:**  
The Supplier: Lorraine McLennan (ABN 63 695 646 986)  
trading as Sankiri Dog Training

The Customer: \_\_\_\_\_

**2. DEFINITIONS**

- 2.1. The Supplier is Lorraine McLennan (ABN 63 695 646 986 ) trading as Sankiri Dog Training of PO Box 418 Emerald 3782.
- 2.2. The Customer is the party or any person acting on behalf of and with the authority of the Customer that the Order is provided for.
- 2.3. The Dog is the animal that the Services are provided for.
- 2.4. The Guarantor is the person(s), or entity, who agrees to be liable for the debts of the Customer.
- 2.5. The Order shall be defined as any request for the provision of Goods and/or Services by the Customer with the Supplier which has been accepted by the Supplier.
- 2.6. The Goods are the training equipment and/or related products provided by the Supplier.
- 2.7. The Services are all the delivery and/or supply of Goods and/or Dog training courses provided by the Supplier, including any advice or recommendations.
- 2.8. The Price is the amount invoiced for Goods supplied or Services provided.
- 2.9. GST refers to Goods and Services tax under the *Goods and Services Act 1999* ("GST Act") and the terms used herein have meanings contained within the *GST Act*.
- 2.10. The Rules are any display, document, guideline, notice and/or policy provided by the Supplier to the Customer.
- 2.11. Indirect, Special or Consequential loss or damage includes i) any loss of income profit or business; ii) any loss of good will or reputation; iii) any loss of value of intellectual property.
- 2.12. Invoices include invoices for Goods supplied or for Services provided, or both.
- 2.13. Major failure in this Agreement is as defined under the *Competition and Consumer Act 2010* (Cth).
- 2.14. Security Interest as defined in Section 12 of the *Personal Property Securities Act 2009* (Cth).
- 2.15. "Security Agreement", "Commingled Goods", "Collateral", "Financing Statement", "Financing Change Statement" is defined under Section 10 of the *Personal Property Securities Act 2009* (Cth).

**3. GENERAL**

- 3.1. These Terms and Conditions together with the Supplier's Credit Application Form, the Pricing Schedule, the Direct Debit Authority, The Rules and the Supplier's written or verbal quotation form this Agreement.
  - 3.2. Any Order requested by the Customer is deemed to be an Order incorporating these Terms and Conditions and may not be varied unless expressly agreed to by the Parties in writing. In the event that an inconsistency exists and/or arises between these terms and the Order it is acknowledged between the parties that these Terms and Conditions will prevail.
  - 3.3. No subsequent correspondence or document or discussion shall modify or otherwise vary these Terms and Conditions unless such variation is in writing and signed by the Supplier.
  - 3.4. The Terms and Conditions are binding on the Customer, his heirs, assignees, executors, trustees and where applicable, any liquidator, receiver or administrator.
  - 3.5. In these Terms and Conditions, the singular shall include the plural, the masculine shall include feminine and neuter and words importing persons shall apply to corporations.
  - 3.6. Where more than one Customer completes this Agreement each shall be liable jointly and severally.
  - 3.7. If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired and the offending provision shall be deemed as severed from these Terms and Conditions.
  - 3.8. The Supplier may license or sub-contract all or any part of its rights and obligations without the Customer's consent but the Supplier acknowledges that it remains at all times liable to the Customer.
  - 3.9. The failure by the Parties to enforce any provision of these Terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect each Party's right to subsequently enforce that provision.
  - 3.10. The Customer acknowledges that the Supplier may detail these Terms and Conditions on its website.
  - 3.11. These Terms and Conditions must be read in conjunction with the Supplier's Credit Application Form.
- 4. PLACEMENT OF ORDERS**
- 4.1 Orders placed by the Customer with the Supplier will be considered valid when placing the Order verbally and/or in writing.
  - 4.2 Any written quotation given by the Supplier shall expire thirty (30) days after the date of the written quotation.
  - 4.3 All prices are based on taxes and statutory charges current at the time of the Quotation. Should these vary during the period from the date of the Quotation to the date of the invoice, the difference will become the responsibility of the Customer and the Customer will be invoiced for the extra charge by the Supplier.

**5. PRICE**

- 5.1 GST will be charged on the Goods and/or Services provided by the Supplier that attract GST at the applicable rate.
- 5.2. The Supplier reserves the right to change the Price to the Supplier's Order in the event of a variation which was previously unknown or unforeseen by the Parties at the time the Order was placed, and notice will be provided in writing by the Supplier within a reasonable time.
- 5.3. At the Supplier's sole discretion the Price shall be either:
  - 5.3.1. As detailed on invoices provided by the Supplier to the Customer in respect of Goods and/or Services supplied; or
  - 5.3.2. The Supplier's quoted Price as for the Order (subject to clause 5.1).

**6. PROVISION OF SERVICES AND/OR THE SUPPLY AND DELIVERY OF GOODS**

- 6.1. The Supplier reserves their right to:
  - 6.1.1. Decline requests for any Goods and/or Services requested by the Customer.
  - 6.1.2. Cancel or postpone the delivery of Goods and/or Service at their discretion.
- 6.2. Delivery of the Goods shall be deemed to be complete when the Goods are collected by the Customer or are delivered to the Customer or to the carrier as nominated by the Supplier and/or Customer.
- 6.3. At the sole discretion of the Supplier, the Supplier may charge an attendance fee at the prevailing rate for any appointments made by the parties.
- 6.4. Unless specified by the Supplier to the contrary in the Order, the Supplier does not warrant that it will be capable of providing the Goods and/or Services at specific times requested by the Customer during the term of this Agreement.
- 6.5. Subject to otherwise complying with its obligations under this Agreement, the Supplier shall exercise its independent discretion as to its most appropriate and effective manner of providing the Goods and/or Services and of satisfying the Customer's expectations of those Goods.
- 6.6. In the discharge of its duties, the Supplier shall comply with all reasonable resolutions, regulations and directions of the Customer that may lawfully be given from time to time as to the nature and scope of the Goods and/or Services to be provided.
- 6.7. Nothing in the above clause shall affect the Supplier's right to exercise its own judgment and to utilise its skills as it considers most appropriate in order to achieve compliance with the said resolutions, regulations and directions or otherwise with its obligations under this Agreement.
- 6.8. The Customer covenants that he is the owner of the Dog or is an authorised agent of the owner.
- 6.9. All Dogs must have a current C5 vaccination. The Supplier reserves the right to refuse to train Dogs that are not current with a C5 vaccination and no credits and/or refunds will be given in this instance.
- 6.10. The Customer is responsible for keeping his Dog under control at all times and must make the Supplier aware if the Dog has any behavioural issues that may affect the safety of other Customers and/or Dogs.

**Training Courses**

- 6.11. The Customer shall not be entitled to commence and/or participate in the training course if any invoice is in arrears.
- 6.12. If the Customer Orders a ten (10) pack training session, the Customer must attend ten (10) consecutive weekly sessions from the date that the Services commence. The Customer shall not be entitled to a refund or make-up training sessions if the Customer fails to attend the scheduled training sessions within the timeframe stipulated.
- 6.13. If the Customer Orders a one (1) year training package, the Customer shall be entitled to attend for a period of one (1) year from the first session the Customer attends, provided that the Customer exercises their option within three (3) months of making the purchase.
- 6.14. The Services are provided for the Customer's enrolled Dog only and may not be substituted for another Dog.
- 6.15. The Services are not transferable to another person by the Customer if that person has not attended the first three (3) training sessions of the training course and/or undertaken private training session(s).
- 6.16. The Supplier may provide private training sessions to the Customer either as a stand-alone Service and/or to give the Customer the opportunity to catch up on missed attendance. In this instance, further charges shall apply.

**Training Course Dates**

- 6.17. The Customer will be notified by Facebook if training on Sundays will occur
- 6.18. The Customer shall not be entitled to any rescheduled training sessions if he fails and/or neglects to attend scheduled dates or is in arrears of payment.
- 6.19. The Supplier shall provide rescheduled training sessions in the instance where the Supplier cancels due to the weather and/or other unforeseen events.

**PAYMENT AND CREDIT POLICY**

- 7.1. Non-Account Customers must make full payment to the Supplier within seven (7) days from the date on the invoice(s) for the Goods and/or Services.
  - 7.2. Account Customers must make full payment to the Supplier by way of instalments in accordance with the Pricing Schedule for the Goods and/or Services.
  - 7.3. Credit will only be granted at the sole discretion of the Supplier and upon submission of a completed Credit Application Form.
  - 7.4. Any credit granted may be revised by the Supplier at any time and at its discretion.
  - 7.5. The Supplier reserves the right to withdraw any credit facility upon any breach by the Customer of these Terms of Conditions or upon the Customer ceasing to trade and/or being subject to any legal proceedings and/or the Customer committing an act of insolvency.
  - 7.6. The Customer agrees that upon such withdrawal, any and all monies owing on the account shall become immediately due and payable.
- 8. DISHONOUR OF CHEQUE**
- 8.1. If any cheque issued by the Customer or by any third party in payment of the Price is dishonoured:
    - 8.1.1. The Supplier may refuse to supply any further Goods and/or Services until satisfactory payment is received in full, including bank fees and charges;
    - 8.1.2. The Supplier is entitled to treat the dishonour of the Customer's cheque as a repudiation of this Agreement and to elect between terminating this Agreement or affirming this Agreement, and in each case claiming and recovering compensation for loss or damage suffered from the Customer.
    - 8.1.3. The Customer may be liable for a dishonoured cheque fee of \$40.00.

**9. DEFAULT**

- 9.1. Invoices issued by the Supplier shall be due and payable within seven (7) days of the date of issue for Non-Account Customers, and invoices issued by the Supplier shall be due and payable in accordance with the Pricing Schedule for Account Customers ("Default Date") depending on terms agreed with the Supplier. Without prejudice to any other rights of the Supplier, the Customer may be charged account keeping fees of \$25.00 monthly on any payment in arrears.
- 9.2. If the Supplier does not receive the Outstanding Balance for the Price on or before the Default Date, the Supplier may, without prejudice to any other remedy it may have, forward the Customer's outstanding account to a debt collection agency for further action. The Customer acknowledges and agrees that:
  - 9.2.1. After the Default Date, the Outstanding Balance shall include, but not limited to, all applicable fees and charges under this Agreement;
  - 9.2.2. The Supplier may, in its discretion, calculate interest at the rate of two per centum (2%) higher than the rate for the time being fixed from time to time under Section 2 of the *Penalty Interest Rates Act 1983* (Vic) for all monies due by Customer to the Supplier.
- 9.2.3. In the event of the Customer being in default of his obligation to pay and the overdue account is then referred to a debt collection agency, and/or law firm for collection the Customer shall be liable for the recovery costs incurred and if the agency charges commission on a contingency basis the Customer shall be liable to pay as a liquidated debt, the commission payable by the Supplier to the agency, fixed at the rate charged by the agency from time to time as if the agency has achieved one hundred per cent recovery and the following formula shall apply:

$$\text{Original Debt} \times 100$$

Commission = 100 - Commission % charged by the agency (including GST)

- 9.2.4. In the event the agency is Prushka Fast Debt Recovery the applicable commission rate for the amount unpaid is as detailed on [www.prushka.com.au](http://www.prushka.com.au).
- 9.2.5. In the event where the Supplier or the Supplier's agency refers the overdue account to a lawyer the Customer shall also pay as a liquidated debt the charges reasonably made or claimed by the lawyer on the indemnity basis.

**10. RISK AND LIABILITY**

- 10.1. The Customer will ensure when placing Orders that there is sufficient information to enable the Supplier to execute the Order.
- 10.2. The Supplier takes no responsibility if the specifications provided by the Customer are wrong or inaccurate and the Customer will be liable in that event for the expenses incurred by the Supplier for any work required to rectify the Order.
- 10.3. The Customer is responsible for ensuring that the Supplier is made aware of any special requirements pertaining to the Order and the Supplier relies upon the integrity of the information supplied to it.
- 10.4. The Supplier takes no responsibility and will not be liable for any damages or costs resulting in the Goods being faulty as a consequence of insufficient information provided by the Customer.
- 10.5. The Supplier takes no responsibility for representations made in relation to the Goods or any delay in the delivery of the Goods made by a third party or third party manufacturer which was organised by the Customer.
- 10.6. The Customer acknowledges that the Supplier shall not be liable for and the Customer releases the Supplier from any loss incurred as a result of delay, or failure to provide the Goods or to observe any of these conditions due to an event of force majeure, being any cause or circumstance beyond the Supplier's reasonable control.
- 10.7. The Supplier does not represent that it will provide and/or deliver any Goods unless it is included in the Quote.
- 10.8. Subject to Clauses 11.1 and 11.2, the Customer accepts risk in relation to the Goods when Goods pass to his care and/or control.

**11. WARRANTY**

- 11.1. The Supplier warrants that the rights and remedies to the Customer in this Agreement for warranty against defects are in addition to other rights and remedies of the Customer under any applicable Law in relation to the goods and services to which the warranty relates.
- 11.2. The Supplier does not purport to restrict, modify or exclude any liability that cannot be excluded under the *Competition and Consumer Act 2010* or the *Fair Trading Acts* in each of the States and Territories of Australia.

**Warranty for Services**

- 11.3. The Supplier warrants that if any defect in any Service provided by the Supplier becomes apparent and is reported to the Supplier within ninety (90) days of the provision of the Services (time being of the essence) then the Supplier will (at the Supplier's sole discretion) remedy the defective Service
- 11.4. If any Services provided by the Supplier are repaired, altered or overhauled by the Customer or caused to be repaired, altered or overhauled by the Customer without the Supplier's consent, the warranty shall cease and the Supplier shall thereafter in no circumstances be liable under the terms of the warranty.

- 11.5. In respect of all claims the Supplier shall not be liable to compensate the Customer for any delay in replacing the defective Goods or remedying the defective Services or in properly assessing the Customer's claim. The Supplier will use its best endeavours to assist the Customer with its claim.
  - 11.6. Where the Customer has complied with the conditions of warranty for defective Services, the Supplier's liability is limited to rectifying and/or remedying the defective Services.
- Warranty for Goods**
- 11.7. The warranty for Goods supplied shall be the current warranty provided by the manufacturer of the Goods. The Supplier shall not be bound by or responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods. The Supplier will use its best endeavours to assist the Customer with any claim with respect of the Goods.
  - 11.8. The Customer continues to be responsible for all amounts owing to the Supplier in the event that any Goods are supplied on the basis that a manufacturer's warranty is in place and it subsequently becomes known to the parties that the warranty is void or inapplicable.
  - 11.9. The Supplier warrants: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.

**Claims made under Warranty**

- 11.10. Subject to Clauses 11.1 and 11.2 of this Agreement claims for warranty should be made in one of the following ways:
  - 11.10.1. The Customer must send the claim in writing together with proof of purchase to the Supplier's business address stated in clause 2.1 of this Agreement;
  - 11.10.2. The Customer must email the claim together with the proof of purchase to the Supplier at [lorraine@sankiri.com.au](mailto:lorraine@sankiri.com.au);
  - 11.10.3. The Customer must contact the Supplier on the Supplier's business number on 0401 634 392.
- 11.11. Goods where a claim is made are to be returned to the Supplier or are to be left in the state and conditions in which they were delivered until such time as the Supplier or its Agent has inspected the Goods. Such inspection is to be carried out within a reasonable time after notification.

**12. TERMINATION AND CANCELLATION**

**Cancellation by Supplier**

- 12.1. The Supplier may cancel any Order to which these Terms and Conditions apply or cancel delivery of Goods at any time before payment is made by the Customer by giving written notice to the Customer. The Supplier shall not be liable for any loss or damage or consequential loss or damage whatever arising from such cancellation.
- 12.2. Without prejudice to the Supplier's other remedies at law, the Supplier shall be entitled to cancel all or any part of any Order of the Customer which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable in the event that:
  - 12.2.1. Any money payable to the Supplier becomes overdue; or
  - 12.2.2. The Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  - 12.2.3. A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

**Cancellation by Customer**

- 12.3. Any Order cannot be cancelled by the Customer unless expressly agreed to by the Supplier in writing.
- 12.4. In the event that the Customer cancels delivery of Goods the Customer shall be liable for any loss incurred by the Supplier (including, but not limited to, any loss of profits) up to the time of cancellation.
- 12.5. If the Customer places an Order with the Supplier and the Supplier places an Order with a third party Supplier to meet the Customer's request, the Customer shall be liable for the Price of the Goods ordered if the Customer cancels the Order and the Goods have already been dispatched.
- 12.6. The Customer shall incur an administration fee in the sum of \$165.00 if he cancels the Services after signing this Agreement but before the Services commence in addition to any Goods purchased.
- 12.7. The Supplier acknowledges that in the event the Supplier contravenes any of the terms in this Agreement, then Clauses 12.3-12.6 will not apply.

**13. SET-OFF**

- 13.1. The Customer shall have no right of set-off in any suit, claim or proceeding brought by the Supplier against the Customer for default in payment.
- 13.2. The Customer acknowledges that the Supplier can produce this clause in bar of any proceeding for set-off.

**14. INSURANCE**

- 14.1. The Supplier is not liable to provide any insurance cover in relation to the provision of the Goods and Services. The Customer is responsible to effect whatever insurance cover he requires at his own expense.

**15. AGREED USE**

- 15.1. The Customer acknowledges that the Customer may forfeit any rights if any, he may have against the Supplier if:
  - 15.1.1. The Goods are applied for any other use to which the Goods are not intended for or not in accordance with the instructions provided by the Supplier;
  - 15.1.2. Any alteration to the Goods is carried out other than in accordance with intended alterations and/or the Goods are not repaired by a qualified authorised repairer.
- 15.2. The Customer further acknowledges sole responsibility for any damage or injury to property or person caused by using the Goods in any way and shall indemnify in full the Supplier, its servants and/or agents in relation to all such claims.

**16. JURISDICTION**

- 16.1. This Agreement is deemed to be made in the State of Victoria and all disputes hereunder shall be determined by the appropriate courts of Victoria.
- 17. **PRIVACY ACT 1988**
  - 17.1. The Customer and/or the Guarantor/s agrees;
    - 17.1.1. For the Supplier to obtain from a credit reporting agency a credit report containing personal credit information about the Customer and Guarantor/s in relation to credit provided by the Supplier.
    - 17.1.2. That the Supplier may exchange information about the Customer and the Guarantor/s with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency.
    - 17.1.3. The Customer consent to the Supplier being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) *Privacy Act 1988*).

**18. ENTIRE AGREEMENT**

- 18.1. These Terms and Conditions as defined in Clause 3.1 constitute the whole Agreement made between the Customer and the Supplier.
- 18.2. This Agreement can only be amended in writing signed by each of the parties.
- 18.3. All prior discussions and negotiations are merged within this document and the Supplier expressly waives all prior representations made by him or on his behalf that are in conflict with any clauses in this document in any way.
- 18.4. Nothing in these Terms and Conditions is intended to have the effect of contravening any applicable provisions of the *Competition and Consumer Act 2010* or the *Fair Trading Acts* in each of the States and Territories of Australia.

We understand and agree to be bound by the Terms and Conditions set out herein.

NAME: .....

POSITION HELD: .....

SIGNATURE: .....

DATE: ...../...../20..