

## ANIMAL POISONS CENTRE TERMS AND CONDITIONS OF SERVICE

Last Updated: 28<sup>th</sup> of April 2020

### **General**

These Terms and Conditions apply to all services provided by the Animal Poisons Centre (APC) to any member clinic and shall prevail over any other documentation or communication.

### **Membership Period**

The membership period begins on the date of payment and runs for one calendar year. Upon expiry of this period, membership will automatically be renewed for a further calendar year (pending an approved direct debit or credit card charge to the member clinic). If a member clinic wishes to cancel the recurring renewal, they must do so in writing to [info@animalpoisons.com.au](mailto:info@animalpoisons.com.au) at least 7 days prior to the renewal date.

### **Definition of a Case**

A case is defined as any call regarding a patient that has been exposed or is suspected of being exposed to a toxin. These include calls from any staff member employed by an APC member clinic and calls whereby the toxin may not be known.

### **Call Backs**

Each case provides capacity for unlimited call-backs without additional case deduction.

### **Case Rollover**

There is no provision for the rollover of unused cases into the following membership year, nor does the member clinic receive a refund or credit towards the following membership year for any unused cases.

### **Membership Upgrade**

Members may upgrade their package at any time by contacting the APC at [info@animalpoisons.com.au](mailto:info@animalpoisons.com.au) or submitting a request through their online member dashboard. A reminder email will automatically be sent to each member when they have one case remaining. To upgrade, the member must pay the full price of the new membership package and the member expiry will be updated to one calendar year from the date of the upgrade payment. Any existing case balance remaining prior to the upgrade will be rolled over and will be granted the new expiry of the upgraded membership.

### **Price & Payment**

All membership prices displayed on the APC website and other media are excluding GST unless specified otherwise. The APC reserves the right to run promotions on services at any time. Under no circumstances shall the APC refund the difference should the price of the subscribed service decrease.

### **Pre Launch Promotion**

Any membership package discounts applied, during the pre-launch period or otherwise, apply only to the first year of membership. On membership renewal, the membership package pricing will revert to standard pricing.

### **Multi-Clinic Membership**

Each membership is strictly to be used at only one clinic. Co-located clinics (for example, a day clinic and an emergency hospital which are located at the same physical address) may be entitled to use a single membership and will be considered by the Animal Poisons Centre on application. Business owners wishing to take out multi-clinic membership may be entitled to a discount on membership prices.

### **Mushroom Identification Service**

Payment for the mushroom identification service must be completed prior to the submission of photographs to our mycologist. Whilst most mushroom identifications can be provided down to the genus level within 1 hour, the ability to provide an identification will depend on the mushroom sample and the quality of the photographs taken. In the event that an identification is not possible the payment is non-refundable; however if our team believes that the sample or images available are unlikely to lead to an identification, we will inform you prior to forwarding to our mycologist. Animal Poisons Centre member clinics utilising this service are able to

access the discounted pricing of \$130 excluding GST and will be deducted one case from their case balance.

### **Privacy**

The APC endeavours to maintain a high standard of privacy and will not share the personal details of any member clinics with any external organisations. To access the APC member service, the member clinic's membership number (and optional 4-digit PIN) must be provided at the time of each call. The member clinic is responsible for the security of this information.

### **Secure Payment Information**

Direct debit and credit card details for payments, including recurring payments, are stored securely by the Westpac PayWay gateway. The APC does not collect, store or have access to any personal banking details of any member clinic at any stage.

### **Agreement to Communications**

Unless otherwise indicated, an APC member clinic agrees to, from time to time, receive relevant newsletters, alerts or marketing material from the APC. A member clinic can opt out of receiving this material by emailing [info@animalpoisons.com.au](mailto:info@animalpoisons.com.au).

### **Complaints & Cancellation**

The APC aims to provide the highest level of service and medical advice. Complaints are therefore taken seriously. If you have a complaint, please email us at [info@animalpoisons.com.au](mailto:info@animalpoisons.com.au). The APC will act in good faith in investigating and responding to your complaint. The APC reserves the right to grant or deny the cancellation of a membership depending on the nature of the complaint and the outcome of the investigation. Where the APC believes the complaint was justified and the member clinic has requested to cancel their membership, a partial refund for either the number of cases remaining or the number of months remaining in the contract period (whichever is less) may be issued.

### **Trademarks and Copyright**

All APC content and materials are protected by international and Australian trademark and copyright laws. Apart from fair dealing as permitted under the Copyright Act 1968, and apart from any uses specifically authorised by these Terms, a member clinic may not in any form or by any means adapt, reproduce, store, create derivative works, distribute, print, display, perform, publish or commercialise any information, products or services obtained from any part of the APC content or materials without written permission from the APC. The 'Australian Animal Poisons Centre' mark and device, and the 'petTOX' mark and device, are owned by the APC and cannot be copied, modified, reproduced, published, uploaded, distributed or posted in whole or in part in any way without the prior written consent of the APC, unless specifically authorised by these Terms.

### **Limitation of Liability and Loss**

The APC does not accept responsibility for any loss or damage, however caused (including through negligence), which a member clinic may directly or indirectly suffer in connection with the use of the APC's services or any information contained in its associated content or materials.

### **Medical Disclaimer**

Advice provided by the APC to member clinics should be treated as general advice and the APC is not responsible for the outcome of any individual case.

### **Endorsements**

No content or material produced by the APC including trade names, logo, URL or other device can be used in any manner that may suggest any endorsement by the APC of a member clinic's company, website, or products and services.

### **Changes to these Terms and Conditions**

The APC reserves the right to modify these Terms and Conditions at any time. The continued use of services after such modifications constitutes binding acceptance of such changes.

### **Governing Law**

These Terms and Conditions are governed by and construed in accordance with the law of Western Australia, Australia.