

## WEBSITE TERMS FOR THE SUPPLY OF GOODS AND SERVICES

This page (together with the documents referred to on it) tells you the terms on which we supply any of the products (**Products**) and services (**Services**) listed on our website [www.pawtrack.com](http://www.pawtrack.com) (**our Site**) to you. In these terms, **Package** means Products and Services supplied together. Please read carefully and understand these terms before ordering any Products and/or Services from our Site. By ordering any of our Products or Services, you agree to be bound by these terms.

By using the service provided you are agreeing to be bound by these terms and conditions. If you refuse to accept these terms, you will not be able to order any Products or Services from our Site. If you have difficulty in understanding any of these terms or have any other queries or complaints, please contact our customer services team, [help@pawtrack.com](mailto:help@pawtrack.com), who will be happy to assist.

You should print a copy of these terms for future reference.

### 1 INFORMATION WHICH WE ARE REQUIRED TO GIVE YOU

- 1.1 [www.pawtrack.com](http://www.pawtrack.com) is a site operated by Pawtrack.com Limited. We are registered in England and Wales under company number **07413284** and with our registered office at Oversteps House, Kingswear, Devon, UK, email address [info@pawtrack.com](mailto:info@pawtrack.com).
- 1.2 A description of the main characteristics of the Package is contained on our Site
- 1.3 The price of Package (including delivery and packaging charges) and arrangements for payment is as described in paragraph 8.
- 1.4 The arrangements for delivery of Products and Services are as shown on your order confirmation. Note that delivery may take place more than 30 days from order. By accepting these terms, you are agreeing to a later delivery date than 30 days. Other details of delivery are set out in paragraph 6. Where multiple units have been ordered we will endeavour to send them in one package. Where there are split deliveries we will offer you the option of waiting until all the units are ready to be sent as one package, or the choice of paying for postage for each unit sent. For orders of 5 or more units, we will contact you to discuss the cost of postage.
- 1.5 You have a right of cancellation as set out in paragraph 5. Note that the statutory rights are different for Products and Services, but we agree to make them the same in your favour.
- 1.6 The minimum duration of this contract with regard to the Services is 12 months. After then, the Services may be terminated by either of us giving not less than one month's written notice. You will automatically be charged on a monthly basis after 12 months unless you write to us to give us notice at any point in the first 12 months.
- 1.7 If Products or Services ordered by you are not available, we reserve the right to supply substitute goods or services of at least equivalent quality and price. See paragraph 9.4.3 for further details.
- 1.8 The technical means for concluding the contract to buy Products are set out in paragraph 4
- 1.9 The language of the contract will be English.

### 2 SALES TO COUNTRIES OUTSIDE UK WHERE WE ARE WILLING TO SELL PRODUCTS

- 2.1 Our Site is only intended for use by people resident in the serviced countries. We will contact you on ordering the product if you fall outside of one of these serviced countries. We do not accept orders from individuals outside those countries.
- 2.2 If you order a Package from our Site for delivery or use outside the UK, it may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

- 2.3 Please also note that you must comply with all applicable laws and regulations of the country in which the Package is destined to be used. We will not be liable for any breach by you of any such laws.

### 3 YOUR STATUS

- 3.1 By placing an order through our Site, you warrant that:

3.1.1 You are legally capable of entering into binding contracts;

3.1.2 You are at least 18 years old;

3.1.3 you are placing the order as a consumer, i.e. an individual is acting outside his or her business.

- 3.2 If we discover that any of the above warranties are incorrect, we shall be entitled to terminate the contract between us and to pursue any legal remedies that we may have under the general law.

### 4 HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 4.1 Your order for a Product constitutes an offer to buy the Package and all orders are subject to acceptance by us. After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted or that a contract has been made. We will confirm acceptance to you by sending you an e-mail that confirms that we have accepted your order and that the Product is ready for or has been dispatched (**Order Confirmation**). The contract between us (**Contract**) for the Package will only be formed when we send you the Order Confirmation.

- 4.2 The Contract will relate only to those Products (and associated Services) whose dispatch (or readiness for despatch) we confirm in the Order Confirmation. We will not be obliged to supply the remaining Products (and associated Services) which may have been part of your order until the dispatch of such Products has been confirmed in a separate Order Confirmation.

### 5 RIGHT OF CANCELLATION

- 5.1 As you are contracting as a consumer, you have a statutory right:

5.1.1 to cancel a contract for products for any reason at any time within 14 working days, beginning on the day after you received the products or (where it has been agreed that the products will be delivered in instalments) the last of the products.

5.1.2 to cancel a contract for services for any reason for a period of 14 working days beginning on the day after the date on which the contract is concluded.

- 5.2 Since, in relation to a Contract for a Package (of Products and Services), the Contract is concluded before Products are despatched to you, the statutory cancellation period for the Services will always end before that for the Products. Accordingly, we are prepared to extend the cancellation period for the Services element of a Package to end on the same date as that for Products, namely seven working days after receipt of the Products. Please note that the Contract covers both Products and Services and must thus be cancelled as a whole; it is not possible for the Contract to be cancelled in relation to only some Products or Services.

- 5.3 If you exercise the right, you will receive a full refund of the price paid for the Package in accordance with our refunds policy (set out in paragraph 9 below). To cancel a Contract under your statutory rights, you must inform us in writing within the cancellation period of your intention to cancel by hand delivery, post or fax to the place given in paragraph 1.1 or by email to [help@pawtrack.com](mailto:help@pawtrack.com).

- 5.4 When exercising the cancellation right, you must return the Products to us immediately. See paragraphs 9.4 and 9.5 as to the manner and cost of returning the Products.

- 5.5 You are entitled to a reasonable opportunity to inspect the Package (which will include removing the Products from their packaging and trying them out and trialling the Services). At all times, you must take reasonable care of the Products and must not let them out of your possession. If you are in breach of your obligations to take reasonable care in this paragraph 5.5, we will have a claim against you and may deduct from the refund costs incurred by us as a result of the breach.
- 5.6 Details of this statutory right, and an explanation of how to exercise it, are provided in the Order Confirmation. This provision does not affect your statutory rights.
- 5.7 The cancellation right described in this paragraph 5 is in addition to any other right that you might have to reject the Package, for instance because it is faulty or mis-described.
- 5.8 The goods must be in a condition fit for reselling in order to claim a refund. We reserve the right to deduct from your refund any additional costs incurred in getting the stock into a condition so that it is fit for resale. This will include the cost of materials and labour.

## 6 **AVAILABILITY AND DELIVERY**

Your order will be fulfilled by the delivery date set out in the Order Confirmation or, if no delivery date is specified, then within 30 days of the date of your order, unless there are exceptional circumstances. If a Product or Service (or substitute for either) is unavailable so that we cannot deliver it to you within 30 days of your order, we will contact you and either agree a later delivery date or permit you to cancel the Contract, in which case we will refund all monies paid in accordance with our refunds policy (set out in paragraph 9 below).

## 7 **RISK AND TITLE**

- 7.1 The Products will be at your risk from the time of delivery.
- 7.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

## 8 **PRICE AND PAYMENT**

- 8.1 The price of the Package will be as quoted direct to you by email at the time of your order.
- 8.2 These prices include VAT but exclude delivery costs, which will be added to the total amount due as set out in our Delivery Guide which will be sent by email. You will be billed monthly for the service. Your first payment to Pawtrack will include the cost of the unit, the first month's service and the delivery cost. Thereafter you will be charged one month's service charge in advance,
- 8.3 We are under no obligation to provide a Product or Service to you at an incorrect (lower) price, even after we have sent you an Order Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.
- 8.4 Payment will be made via Visa, Mastercard and American Express by Worldpay for countries outside the UK. We will use the GoCardless Direct Debit system within the UK. Details of their systems can be found at their respective websites.

## 9 **OUR REFUNDS POLICY**

- 9.1 When you
- 9.1.1 return a Product to us or
  - 9.1.2 notify us that you do not want to continue with a Service (which you must do with reasons if you claim that the Service defective)

for instance, because you have cancelled the Contract between us, or have notified us in accordance with paragraph 15 that you do not agree to any change in these terms or in any of our policies, or because you claim that some aspect of the Package is defective, we will examine the returned Product or the Service and will notify you of your entitlement to a refund via e-mail within a reasonable period of time.

- 9.2 If you wish to cancel a Service for any reason, you may retain the associated Product, but no refunds will be given in respect of the Product unless the Product is returned to us.
- 9.3 We will process any refund due to you within 30 days of the day we receive your cancellation. We aim to make refunds using the same method as that used by you to pay for your purchase.
- 9.4 Refunds will be given on the following basis:
- 9.4.1 where you have validly returned a Product under your right of cancellation described in paragraph 5, we will refund the full amount paid by you for the Package, including the cost of delivery to you. You will be responsible for returning the Product to us at your own cost;
- 9.4.2 where you have validly returned a Product which is a substitute product under your right of cancellation, we will refund the full amount paid by you for the Package (including the cost of delivery to you) and reimburse the reasonable cost incurred by you in returning the Product;
- 9.4.3 where you have validly returned a Product to us because it or the Service is defective or for some other reason for which we are responsible, we will refund:
- (a) the full amount paid by you for the Product (including the cost of delivery to you) and reimburse the reasonable cost incurred by you in returning the Product; and
- (b) any amount paid by you for the Service which relates to the period after the date on which the Product became defective.
- 9.4.4 where you have returned a Product in circumstances other than paragraphs 9.4.1 to 9.4.3 above (which includes rejecting a defective Product more than a reasonable time after receipt), any refund will be at our discretion. If we do agree to provide a refund, we will not refund the cost of delivery to you and we will not reimburse the cost incurred by you in returning the Product.
- 9.5 When returning Products to us, whether under the right of cancellation or for any other reason, you must take reasonable care to see that they are received by us and not damaged in transit.

## 10 OUR LIABILITY

10.1 We warrant to you that:

10.1.1 any Product purchased from us through our Site will be of satisfactory quality and

10.1.2 the Services will be supplied using reasonable care and skill,

in each case taking into account any description and in particular any limitations of the Package described on our.

If we breach these paragraphs we will be responsible for any losses which you suffer as long as they were reasonably foreseeable to both you and us at the time of your order and the Order Confirmation. However, it must be appreciated that the Package will not work in all circumstances and should not be seen as an alternative to monitoring carefully the movement of your pet. It is merely a service to assist you locating your pet should it be lost. Accordingly, we can take no responsibility for distress or other losses if the Package is unable to locate your pet. Our loss is limited to the price paid for the Product and the price of the Service for the 12 months up until the date of your claim.

Where there is poor GPRS reception, or poor GPS reception the product may be either uncontactable and/ or not receiving location information. These are matters beyond our control and will not constitute grounds for returning the product.

## **11 INTELLECTUAL PROPERTY**

As between you and us, all intellectual property in the Package which subsists now or at any time in the future shall without limitation vest in and be the absolute property of us.

## **12 WRITTEN COMMUNICATIONS AND NOTICES**

12.1 We will mainly communicate with each other electronically, such as by email. Applicable laws may require that some of the information or communications we send to you should be in writing, for which purpose we both agree that electronic communications will suffice. This paragraph does not affect your statutory rights.

12.2 All notices given by one of us to the other must be given in writing and delivered by hand, post, fax or email. Notices to us should be given in accordance with the details in paragraph 1.1 above. Notices to you may be given to the email address or the postal address provided when you placed your order.

## **13 EVENTS OUTSIDE OUR CONTROL**

13.1 Neither of us shall be liable to the other for any delay or non-performance of our respective obligations under the Agreement to the extent that performance is interrupted or prevented by any act or omission beyond our reasonable control. This paragraph does not affect your statutory rights and in particular our obligation to perform the Contract within 30 days of order as set out in paragraph 6.

13.2 Such delay or non-performance will not be a breach of the Contract and the time for performance will be extended by the period during which performance is prevented

## **14 WAIVER**

If either of us does not insist upon strict performance of any of the other's obligations under the Contract or any of these terms, or if either of us does not exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve the other of us from compliance.

## **15 OUR RIGHT TO VARY THESE TERMS**

15.1 We have the right to revise and amend these terms from time to time, but, unless we notify you otherwise and give you the right to cancel the order, the terms applying to a Contract will be those at the time that the order is placed by you.

15.2 You will be subject to the policies and terms in force at the time that you order products from us, unless any change to those policies or these terms is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms before we send you the Order Confirmation (in which case we have the right to assume that you have accepted the change to the terms, unless you notify us to the contrary within seven working days of receipt by you of the Products).

## **16 LAW AND JURISDICTION**

Contracts for the purchase of Products through our Site will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.