



Wildlife Hospital Terms of Engagement for Service

Our Terms of Engagement

1. These Terms set out the standard Terms and Conditions ("Terms") on which The Wildlife Hospital Dunedin (we, us, our) will carry out business with those wishing to engage us for service.

Acceptance

1. These Terms will apply whenever you ask us to carry out work for you. You don't need to sign any documents to confirm that you accept these Terms.
2. Your request for us to provide you with veterinary or associated care constitutes acceptance of these Terms.
3. We may vary these Terms from time to time by updating our website. Please refer to <https://www.wildlifehospitaldunedin.org.nz/> for the most up to date version of these Terms.

Our Fees

1. There will be no charge for activities that fall within the scope of our usual day-to-day activities (as determined by us).
2. For activities that are outside the scope of our day-to-day activities (as determined by us) we reserve the discretion to charge for such activities as follows:
 - a. Travelling to a location to assess and treat wildlife where we considered this location to be remote and in such situations where the wildlife cannot be practically brought to us for treatment. The rate for such activities will be \$150 per hour or part thereof, plus 0.83/km + GST.
 - b. The transportation cost to collect animals will be charged out at \$50 per hour or part thereof, plus \$0.83/km + GST.
 - c. Any out-of-hours call out will only be available for Endangered Species. When determining whether a species is an endangered species, we will use the Department of Conservation definition/criteria.
3. For any research input or data collection that falls outside the scope of our normal course of business, quotes for estimated costs will be provided before such work commences. We will also expect as further compensation to co-author publications and to be acknowledged in any associated research papers, whether they are published or not.

4. We reserve the right to waive or alter the charges outlined above in circumstances that we consider exceptional. Wherever possible, notification will be given prior to such charge being made.
5. We reserve the right to charge for activities that are not listed above and that fall outside the scope of the Hospital's activities (as determined by us). Wherever possible, notification will be given prior to such a charge being made.
6. Wherever possible we will attempt to notify you that the work to be carried out is outside of the scope of our day-to-day activities (as determined by us) and will therefore incur a charge.

Our Invoices

1. Once a service outside the scope of our day-to-day activities has been fully completed, an invoice will be sent out.
2. Our invoices are due for payment within 14 days of the date of the invoice.
3. We may charge interest of up to 10% per annum compounding monthly on any amount not paid on time. If any amount that is owed to us continues to remain unpaid we may take action to recover that amount and charge the costs we incur in taking that action to you.

Limitation of Liability

1. All warranties and representations (including those expressed or implied by law) in respect of our services are excluded to the extent permitted by law. For the avoidance of doubt the guarantees contained in the Consumer Guarantees Act 1993 are excluded since you are acquiring services from us for the purposes of a business in terms of section 2 and 43 of the Act.
2. Our liability, including our employees and agents liability, to you in respect of any service provided is limited to the value of the charge paid by you associated with your claim. We are not liable to you for any special, indirect or consequential damage or loss of any kind under any cause of action arising under or in connection with our services to you or these Terms.