

# EUKANUBA BREEDERS CLUB PROGRAM

## Breeder Club Terms & Conditions

### Enrolment requirements

- Two or more dogs
- State body or NZKC membership number

### Breeder Club Terms & Conditions

- Eukanuba reserve the right to decline, suspend or terminate membership at any time.
- Your Membership log in and Breeder bag purchases are for private use only and bags must not be re-sold or given to any third party (with the exception of the products listed as for new owners).

### Puppy Packs

- Packs will only be sent out with a paid order. A maximum of 12 packs can be claimed per litter and a maximum of 3 litters can be registered per order.
- Any litter registration details provided must be genuine and the amount of puppy in a litter must be correct. If litter details entered are found to be incorrect we reserve the right to terminate your Breeders Club Membership.

## Breeder Shop Terms and Conditions

### 1. The contract between us

1.1 We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Once payment has been received by us we will confirm that your order has been accepted by sending an email to you at the email address you provided. Our acceptance of your order brings into existence a legally binding contract between us.

### 2. Price

2.1 The prices payable for goods that you order are as set out in our website.

### 3. Right for you to cancel your contract

3.1 You may cancel your contract with us for the goods you order at any time up to the end of the seventh working day from the date you receive the ordered goods. You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty.

3.2 To cancel your contract you must notify us in writing.

3.3 If you have received the goods before you cancel your contract then you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.

3.4 Once you have notified us that you are cancelling your contract, any sum debited to us from your credit card will be re-credited to your account as soon as possible and in any event within 30 days of your order PROVIDED THAT the goods in question are returned by you and received by us in the condition

they were in when delivered to you. If you do not return the goods delivered to you or do not pay the costs of delivery, we shall be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.

#### **4. Cancellation by us**

4.1 We reserve the right to cancel the contract between us if:

4.1.1 We have insufficient stock to deliver the goods you have ordered;

4.1.2 We do not deliver to your area; or

4.1.3 One or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers

4.2 If we do cancel your contract we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit card as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for disappointment suffered.

#### **5. Delivery of goods to you**

5.1 We will deliver the goods ordered by you to the address you give us for delivery at the time you make your order.

5.2 Delivery will be made as soon as possible after your order is accepted.

5.3 You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

5.4 We will only deliver to physical addresses in Australia or New Zealand depending on the country that you registered your breeders club application with.

#### **6. Liability**

6.1 If the goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 10 working days of the delivery of the goods in question.

6.2 If you do not receive goods ordered by you within 7 days of the date on which you ordered them, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 7 days of the date on which you ordered the goods.

If you notify a problem to us under this condition, our only obligation will be, at your option:

6.2.1 To make good any shortage or non-delivery;

6.2.2 To replace any goods that are damaged or defective; or

6.2.3 To refund to you the amount paid by you for the goods in question in whatever way we choose.

6.3 Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question under clause 6.2.3 above.

6.4 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

## **7. Notices**

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at (insert postal address) and all notices from us to you will be displayed on our website from to time.

## **8. Events beyond our control**

We shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

## **9. Invalidity**

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

## **10. Privacy**

You acknowledge and agree to be bound by the terms of our [privacy policy](#).

## **11. Governing law**

The contract between us shall be governed by and interpreted in accordance with Australian or New Zealand Common law and the Australian courts or New Zealand courts shall have jurisdiction to resolve any disputes between us.

## **12. Entire agreement**

These terms and conditions, together with our current website prices, delivery details, contact details and privacy policy, set out the whole of our agreement relating to the supply of the goods to you by us. Nothing

said by any sales person on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.