

Terms & Conditions

Effective Date: January 2025

1. Introduction and Agreement

These Terms & Conditions ('Terms') govern your use of the Next Animal Petals website, online booking platform (Digitail), and all services provided by Next Animal (ABN 72 746 422 179), trading as Next Animal Petals. By accessing our website, using our booking platform, or engaging our Services, you agree to be bound by these Terms. If you do not agree, please do not use our services.

2. Nature of Our Services

Next Animal Petals is a home-visit service providing palliative care consultations and end-of-life services to pets in the Brisbane southside region of Queensland. Our services include in-home consultations for palliative and end-of-life care, end-of-life care services, and aftercare guidance and support.

3. Disclaimer: Not a Substitute for Regular Veterinary Care

Next Animal Petals is a supplementary, home-based service focused on palliative and end-of-life care. Our services are not a substitute for ongoing preventative care, treatment of acute conditions, or ongoing management of chronic diseases. You must maintain an active relationship with a qualified veterinary clinic for your pet's regular health care, diagnostics, and medical treatment.

We do not provide emergency services. If your pet requires emergency or urgent care, please contact your regular veterinary clinic or an emergency veterinary hospital.

4. Collection Notice

Purpose of Collection

We collect personal information about you to provide our Services, respond to your enquiries, schedule and confirm appointments, process payments, and manage your account.

Types of Information Collected

When you engage with Next Animal Petals, we collect your name, contact details (phone, email, address), and access instructions for your home; information about your pet (name, species, breed, age, weight, medical history, behaviour, and temperament); service details (type of consultation, appointment date/time, location); payment information (processed securely via third-party payment providers); your regular veterinarian's details (to facilitate care coordination); and technical data (device type, IP address, browser information, website usage).

Service Messages

When you submit a booking request or enquiry, you consent to receive service-related communications from us via telephone, SMS, and email. These service messages include appointment confirmations, reminders, rescheduling notifications, and follow-up support. Service messages are essential to managing your appointment and are not optional.

Marketing Communications (Opt-In)

Next Animal Petals operates as a small, home-based service. We do not automatically send marketing communications to individual clients. However, if you would like to receive occasional updates about our services, new offerings, educational resources, or information we believe may be of interest to you, you may opt in to receive marketing communications by email. This is entirely voluntary.

You can withdraw your consent to receive marketing communications at any time by using the unsubscribe link in any email message or by contacting us directly at info@nextanimal.com.au or 0418 839 839.

Withdrawing consent to marketing communications will not affect our ability to send you essential service messages about your appointment.

Third-Party Disclosure and Veterinary Coordination

We may disclose your personal information to payment processors (e.g. Stripe) to process payments securely; our booking platform provider (Digitail) to manage your appointment; email and communication service providers to send you appointment confirmations and service updates; and your pet's regular veterinary clinic (with or without your prior consent) to inform them of your pet's loss or to update them on palliative care being provided. We reserve the right to contact your regular veterinarian at any time in connection with your pet's care.

We may also disclose information if required by law, court order, or to establish, exercise, or defend legal rights.

5. Pricing and Payment

Pricing

End-of-life visits are provided at a fixed fee of \$399 AUD per visit, charged at the same rate regardless of your pet's size or species. This fee covers the home visit, travel, professional time, sedation and euthanasia medicines, and associated support.

Cremation and aftercare

Cremation is **not** included in the \$399 visit fee. Where you ask us to, we will arrange cremation with our partner provider on your behalf. Two options are available:

Communal cremation (\$45, ashes not returned) is collected by us at the time of booking and paid on to the provider. We charge this at cost and do not add a margin.

Private cremation (ashes returned to you) is invoiced to you directly by the provider and is payable to them, not to us. Cremation packages start at approximately \$250 depending on your pet's size and the package and any additional options you select. Prices are set by the provider rather than by us and may change without notice.

We will confirm the applicable provider, the package and the current cost before making any arrangement.

Payment

Payment of the visit fee is due in full at the time of booking or as otherwise arranged. We accept credit/debit cards and bank transfer. All payments are processed securely.

Invoices

Tax invoices will be provided for all services we charge for, including communal cremation where you have asked us to arrange it. Private cremation is invoiced to you separately by the cremation provider.

6. Booking, Scheduling, and Cancellation Policy

Booking: Bookings are made through our Digitail platform or by contacting us directly. Bookings are subject to availability and must include valid contact details and address information.

Confirmation: Once your booking is confirmed, you will receive a confirmation email with appointment details and access instructions.

Cancellation and Refunds: We offer full refunds for cancellations, regardless of timing. If you need to cancel, please contact us as soon as possible to allow us to accommodate other clients.

7. Appointment Attendance and No-Shows

We understand that circumstances may change, particularly around end-of-life decisions. If you need to reschedule or cancel, please notify us as soon as possible. We will work with you to reschedule at a time that suits your needs.

8. Quality of Life Calculator: Disclaimer and Limitations

Use as an Informational Tool Only

Our Quality of Life Calculator is provided as a subjective tool to help you make reasonable assumptions about your pet's current quality of life. It is not a definitive medical assessment, diagnosis, or recommendation for end-of-life care.

No Liability for Decisions Based on Calculator Results

Next Animal Petals accepts no liability for any decisions you make based on the results or output of the Quality of Life Calculator. Use of the calculator does not constitute professional medical advice, and any conclusions you draw from it are your own responsibility.

Limitations of the Calculator

The Quality of Life Calculator does not consider emergency situations or acute medical crises; is based on subjective responses and cannot account for all individual circumstances; is not a substitute for consultation with a qualified veterinarian; and cannot replace clinical assessment and professional judgment.

Professional Override and Clinical Judgment

Regardless of any quality of life assessment, calculator result, or customer preference, Next Animal Petals reserves the absolute right to decide whether end-of-life care (including euthanasia) is necessary or appropriate, based on professional veterinary assessment; decline to provide euthanasia services if we deem it inappropriate or not in the pet's best interests; and override any decision or preference expressed by the client if, in our professional veterinary judgment, the health and welfare of the animal require it.

This professional judgment is exercised in accordance with veterinary ethics, animal welfare principles, and relevant veterinary legislation.

9. Aftercare Services and Third-Party Providers

Certain aspects of our Aftercare Services, including services such as cremation and memorialisation, may be provided by third-party service providers.

Reasonable Steps to Ensure Compliance

Next Animal Petals will take all reasonable steps to ensure that any third-party provider we engage complies with applicable industry standards, legal requirements, and professional practices.

No Liability for Third-Party Performance

Despite taking reasonable steps, Next Animal Petals accepts no liability for the performance, conduct, quality of service, or any loss, damage, or distress caused by any third-party provider. You engage these providers at your own risk.

This includes (but is not limited to) liability for delays or errors in cremation or memorialisation services; poor service quality or unprofessional conduct; loss, mishandling, or damage to your pet's remains; and failure to deliver promised services or products.

If you have a complaint regarding a third-party provider, we recommend contacting that provider directly. We can provide contact details upon request.

10. Limitation of Liability

To the maximum extent permitted by law, we provide our Services on an 'as is' basis. We do not warrant that our Services will be free from errors, uninterrupted, or perfectly suited to your specific circumstances.

We are not liable for any indirect, incidental, special, or consequential damages arising from your use of our Services, including loss of data, loss of income, grief, emotional distress, or any other loss arising from decisions you make based on the Quality of Life Calculator or other guidance.

Our total liability to you in connection with these Terms and our Services shall not exceed the amount paid for the specific service giving rise to the claim.

Some jurisdictions do not allow the exclusion of certain liabilities. Accordingly, some of the above exclusions may not apply to you.

11. Intellectual Property

All content on our website and platforms, including text, graphics, logos, images, and software, is the intellectual property of Next Animal Petals or licensed by third parties. You may not reproduce, distribute, or transmit this content without our express written permission.

12. Accuracy of Information

You are responsible for providing accurate and complete information when booking our Services and during your appointment. This includes pet medical history, current medications, behavioural details, and access information for your home. Inaccurate information may affect the quality of care we can provide.

13. Unacceptable Conduct

You must not use our website or services for unlawful purposes; harass, abuse, or threaten our staff; misuse our website or attempt unauthorised access; or upload viruses or malicious code.

We reserve the right to refuse service to anyone who engages in unacceptable conduct.

14. Dispute Resolution

If you have a complaint or dispute, please contact us as follows:

Email: info@nextanimal.com.au

Phone: 0418 839 839

We will respond to your complaint within 10 business days and attempt to resolve the matter informally. If informal resolution is unsuccessful, either party may refer the dispute to mediation or legal proceedings in Queensland.

15. Governing Law and Jurisdiction

These Terms are governed by the laws of Queensland, Australia. You agree to submit to the non-exclusive jurisdiction of the courts of Queensland.

16. Links to Third-Party Websites

Our website may contain links to third-party websites. We do not endorse and are not responsible for the content, accuracy, or practices of these external sites.

17. Website Availability

We do not guarantee that our website or booking platform will be available at all times. We may suspend or terminate access to our website at any time for maintenance, updates, or security reasons.

18. Amendments to Terms

We may update these Terms from time to time. Material changes will be communicated to you by email or by updating the Effective Date above. Your continued use of our Services indicates acceptance of updated Terms.

19. Severability

If any provision of these Terms is found to be invalid or unenforceable, that provision will be modified to the minimum extent necessary to make it valid, or if not possible, removed. The remainder of these Terms will continue to apply.

20. Contact Us

For questions about these Terms:

Email: info@nextanimal.com.au

Phone: 0418 839 839

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