

MATAMATA VETERINARY SERVICES LIMITED GENERAL TERMS AND CONDITIONS

1. Payment of each invoice rendered by Matamata Veterinary Services Limited for services rendered and/or goods supplied is due on the 20th of the month following the month in which the services and/or goods were supplied.
2. In the event of default in the payment of the account, Matamata Veterinary Services shall be entitled to recover, along with the outstanding debt, all legal costs and any other costs reasonably incurred in recovering the outstanding amount. Interest shall be paid on any such outstanding sum at the prevailing overdraft rate being charged by the ANZ Bank from the date upon which payment falls due until the date of payment and shall form an integral part of any overdue debt.
3. While Matamata Veterinary Services Limited will take all reasonable and professional care to ensure the safety and wellbeing of all patients, Matamata Veterinary Services Limited shall not be liable, nor responsible in any manner for any disease, theft, accident or injury to any animal, and the animals owner acknowledges that the animals will be on Matamata Veterinary Services Limited premises and in the care of Matamata Veterinary Services Limited entirely at the owner/agent's risk. The owner/agents also acknowledge and understand that Matamata Veterinary Services Limited carries no insurance cover for animals left in its care and insurance of any such animal is entirely the responsibility of the owner/agent.
 - 3.1 Without limited clause 3. The liability of Matamata Veterinary Services Limited to the animal owner whether in tort (including negligence), contract, breach of statutory duty, equity or otherwise arising from the relationship between the parties is excluded to the fullest extent permitted by law.
 - 3.2 Despite clause 3.1, if Matamata Veterinary Services Limited has any liability of any kind to the animal owner/agent, then the total cumulative liability of Matamata Veterinary Services Limited to the animal owner/agent is limited to direct loss or damage caused to the animal owner/agent up to an amount not exceeding the amounts payable to Matamata Veterinary Services Limited by the animal owner/agent for the services rendered by Matamata Veterinary Services Limited which directly relate to the event giving rise to the damage or loss.
 - 3.3 For the purposes of Clause 3.2, direct loss or damage will not include:
 - (a) Any loss of profit, loss of revenue, loss of use, loss of contract, loss of goodwill or any person; or
 - (b) Any indirect consequential or special loss; or
 - (c) Any loss resulting from liability to any third party.