



## **TERMS AND CONDITIONS OF DATA ACCEPTANCE FOR THE AAR**

The AAR maintains an Australasian wide database of animals implanted with an identification microchip. The Registry is maintained and operated by the Royal Agricultural Society of NSW and provides a 24 hour, 7 days a week information service. For more information visit our web sites: [www.rasnsw.com.au](http://www.rasnsw.com.au).

**Below are the terms and conditions of acceptance of information for registration on the AAR data base:**

### **Definitions**

**ALTERNATE CONTACT** means a person or company who has been nominated by the Owner as a secondary contact in the case that the Owner is unable to be contacted on the information provided.

**IBV** means an implanting veterinary body, who implants the microchip into the animal before the microchip number and the Owners details are registered with the AAR.

**OWNER** means the person or company who is the primary carer of the animal who feeds and cares for the animal each day and where the animal normally lives.

**RAS** means the Royal Agricultural Society of NSW which trades as the Australasian Animal Registry (AAR).

1. An Implanting Veterinary Body (IVB) implants the microchip and collects the information provided by the Owners. The RAS accepts no responsibility for the accuracy of any information provided by the IVB to the RAS for the registration on the AAR data base.
2. Delivery of information is to be made to the offices of the AAR as nominated by the RAS from time to time and the IVB warrants that information provided to the AAR is sent in a timely manner and is accurate in detail.
3. The RAS requires the information of the person who is the primary care giver to the animal and person responsible for the day to day care of the animal to be listed as the Owner of the animal. The Owner is usually, but not necessarily, the legal owner of the animal. The AAR database is not a register of proprietary ownership.
4. The Owner may nominate an Alternate Contact and provide the contact details for that person or company to be held in the AAR database. The Alternate Contact is usually someone who the Owner has an identifiable relationship with e.g. family member, friend, or the animals usual veterinarian and confirms that the Alternate Contact is aware and agrees that their details may be recorded in the AAR database as a secondary contact.
5. The RAS shall have the right to query any information provided by an IVB or the Owner and the IVB or Owner shall make available to the RAS all confirmatory information as is required by the RAS by way of assurance as to the correctness of any information. In the event of a dispute the RAS' decision is final.
6. Except where expressly agreed in writing, these general conditions for acceptance of information shall override any terms and conditions requested by any IVB.

7. The RAS reserves the right to not accept any data, whether incomplete or otherwise, if its operations are hindered or suspended as a result of fire, accident, strike, lockouts or any other cause or causes beyond its control and no action shall be brought against the RAS arising out of such hindrance or suspension.
8. The RAS reserves the right to not accept any data if payment for the administration of registering or changing Ownership of the animal is not paid in full and the animal is not deemed to be registered until the data has been entered into the AAR database and payment accepted.
9. The purpose of holding the information with AAR is to disclose the details held on the database to third parties who require the information. These third parties include:
  - a) Vets, pounds, the RSPCA or similar entities who have been handed the micro-chipped animal for the purpose of re-uniting the lost animal to its Owner;
  - b) local Councils, other registries who require the information for managing domestic animals and allowing them to perform their duties as required under federal or state legislation for animal management.
  - c) Police and Courts to assist their investigations.
10. The IVB or the Owner (where applicable) indemnifies the RAS against loss or damage to the RAS and any claims by any person against the RAS in respect to any loss or death of any animal arising out of or as a consequence of information supplied by the IVB or by the Owner (where applicable) to the AAR.
11. Delivery of information for registration to the AAR constitutes acceptance of the terms and conditions set out herein. No alterations to these terms and conditions shall be binding on the RAS unless accepted by the RAS in writing and any terms and conditions contained herein are in addition to any other rights the RAS may have at law.
12. The Owner has the right of access to and alteration of personal information contained in the registration in accordance with Privacy Laws. This may be done by amending the details through the on-line facility, telephoning AAR directly on 02 9704 1450 or by contacting our Privacy Officer on (02) 9704 1111 or in writing to the RAS, Locked Bag 4317, Sydney Olympic Park NSW 2127.
13. The RAS assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, entries, and reserves the right to take any action that may be available. If, for any reason, the registration is not capable of being conducted as planned for any reason, including, but not limited to, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the RAS which corrupts or affects the administration security, fairness, integrity or proper conduct of the registration, the RAS reserves the right, in its sole discretion, to disqualify any individual who tampers with the registration process, and take any action that may be available, and to cancel, terminate, modify or suspend their registration, subject to law.
14. The option to register an animal is entirely at the Owners' discretion. Upon using this website and any of its components, the user agrees to and accepts the aforementioned terms and conditions. If the Owners circumstances are such that further security measures are required for the on-line facility then please call AAR directly to discuss how AAR can assist you.