



TERMS AND CONDITIONS

I certify that the information supplied in Pet Manger is true and correct. I acknowledge I have read and understood the TERMS AND CONDITIONS (Terms) (overleaf or attached) of DOGGY STAYS PTY LTD ACN 649 894 011 t/as Doggy Days and Farm Stays (Supplier) which form part of and are read in conjunction with this Application and I agree and am authorised to be bound by those terms and conditions. I authorise the collection and use of my personal information as detailed in the Privacy Act clauses therein. **I agree and understand that if I am an owner I shall be personally liable for the performance of the obligations under these terms and conditions on my own behalf and on behalf of my pet.**

WARNING: This is an important document and you may seek independent advice before signing it.

- ☐ I am solely responsible for any Vet bills and costs incurred on behalf of my Pet by the Supplier.
- ☐ I am solely responsible for any loss, damage or harm caused or contributed by my Pet(s) while attending including of my own Pet and that of others including vet bills of others Pets also provided Services.
- ☐ I use the Services at my own risk and shall not at any stage make any claim against the Supplier.
- ☐ I fully indemnify the Supplier for any loss, expenses or costs whatsoever involved in the provision of the Services including from other users.
- ☐ I am satisfied with the Supplier and will not make any claim against the Supplier whatsoever in connection with my use of the Services.

Executed by Owner

Owner Signature: _____

Print Name: _____

Date: _____

The Owner agrees with the Supplier to be bound by the following terms and conditions (Terms) with the Supplier and warrants the Owner has full authority to enter into and be bound by these Terms on its own behalf and on behalf of the Owner's Pet:-

1.1 Authority

- (a) The Owner warrants that all the information provided by it in the Particulars is accurate, correct and complete as at the date signed by Owner and the Owner warrants it is over 18 and holds the relevant and all requisite authority to enter into this agreement on its behalf and on behalf of the Pet. If at any future time there is any change to the information regarding the Pet provided by the Owner in this form, the Owner agrees to notify the Supplier of the change immediately. The Supplier is relying upon, and entitled to rely upon, the statements and information provided by the Owner in accepting its application for Services but the Owner warrants and acknowledges that the Owner shall be responsible for any consequences as a result of false, misleading, or incorrect information being provided or not updated to the Supplier.
- (b) These Terms shall not be invalidated by the improper information or incorrect authority when executing this application.

1.2 Services

- (a) These Terms apply at any time during the Owner using any of the Services offered by the Supplier at 302 Leipold Road, Oldbury, Western Australia (Premises). Continued use of the Supplier's Services is deemed acceptance of these Terms and any variations.
- (b) Services are not confirmed until acceptance in writing is provided to the Owner by the Supplier.

Type of Services

- (c) Services (Services) provided by the Supplier may include, as elected by the Owner:-
 - (i) Day Care; or
 - (ii) Boarding (exclusive to approved Owner's only).
 - (iii) Pick up / drop off service (collection to and from your door).

Hours of Operation

- (d) The Supplier shall provide the Services:-
 - (i) On Monday - Thursday only unless prior consent is arranged; and
 - (ii) Between 6:30am and 5pm Monday and Wednesday and Between 6:30am and 5.30pm Tuesdays and Thursday.
 - (iii) Pick up shall be between 6:30am and 9:30am and drop off between 2.30pm-5pm Monday and Wednesday and 2.30pm and 5.30pm Tuesday and Thursday



Medications

- (e) The Owner acknowledges and agrees that the Supplier is not a Veterinary establishment, but the Supplier will to the best of its reasonable ability, administer any required medication to your Pet in accordance with any instructions given. Only provide enough medication for the period of your Pet's stay. Should your Pet require the Supplier to administer medication please ensure the medication is provided and clearly labelled with the following information:-
- (i) Dogs Name;
 - (ii) Medication Name / Purpose of Medication;
 - (iii) Dosage;
 - (iv) Frequency;
 - (v) Any other instructions on administering (eg with / without food, how to administer).

Food / Water

- (f) Clean fresh water is readily available and accessible to all Pets at all times.
- (g) Your Pet may receive small amounts of healthy dog treats during the Services. It is the Owners responsibility to advise of any allergies or Pet requirements in relation to any treats in the Particulars.
- (h) The Supplier will not provide a main meal to your dog during the Services unless previously arranged and agreed by with the Supplier. It is the Owner's responsibility for any dietary requirements of the Pet (allergies or otherwise) in the Particulars. Details of particular meals provided by the Supplier is obtainable from the Supplier.

1.3 Supplier's Rights

- (a) Services are by application and approval only.
- (b) The Supplier reserves the right to, at any time and for any reason at the Supplier's sole discretion, suspend or refuse the supply of the Services or any further Services or take any Pet for the Services in its absolute discretion. This includes after the provision of Services has commenced and the Supplier expressly reserves the right to call the Owner and require the Owner to attend to retrieve their Pet.
- (c) Further, the Supplier may refuse to accept to provide services to your Pet in the event your Pet is deemed to be a dangerous breed of dog or has been previously declared as a dangerous dog on the register of dangerous dogs under the *Dog Act 1976* (WA).
- (d) In particular, but without limitation this includes or may include when the Pet:-
- (i) is not registered with their local council / microchipped;
 - (ii) displays aggression towards other pets/people;
 - (iii) endangers other dogs on a continuous basis;
 - (iv) displays uncontrolled separation anxiety or present excessive and out of control barking / destructive / behaviour, whether to themselves, the Supplier's property or other pets;
 - (v) is unvaccinated, not worm treated, or are known or suspected to be suffering from a medical condition or an infectious disease;
 - (vi) is not desexed;
 - (vii) (in the Supplier's belief) poses a risk to itself, other animals and/or the facility/establishment/staff and that this risk is not able to be appropriately managed by the Supplier;
 - (viii) (in the Supplier's belief) the subject of the Services is not in the best interests of the Supplier, or in the best interests of the Pet to provide or receive the Services;
 - (ix) And it's Owner's that cannot comply with these Terms.
- (e) While it is in the best interests of the Owner and Supplier that refusal is known prior to booking and acceptance of the Services, and to be advised that the Pet will not be admitted at the time of booking, it is recognised by the Owner that this may not always be possible. As such, Owners should, where possible, be advised of all admission requirements and criteria for refusal at the time of booking and aware of these terms and conditions and that the Supplier may refuse a Pet even at the time of drop off to the Supplier.
- (f) The Supplier reserves the right to withhold the return of the Pet until such time as any and all fees, expenses payments or otherwise owed to the Supplier have been paid for in accordance with these Terms (including without limitation Vet bills).

1.4 Owner obligations and warranties

The Owner certifies and warrants to the Supplier on its own behalf and on behalf of the Pet and agrees to the following obligations and warranties:-

What to Bring

- (a) All Owner's must ensure that dogs must wear a collar with ID and council registration tags.
- (b) All Owner's must ensure that their Pet is walked to and from the check in at the Premises on a lead. The Owner acknowledges that although the Supplier will take reasonable care to ensure items bought with the Pet are stored safely accidental breakage and loss of items may occur.
- (c) Medications or particular food / dietary requirements as outlined in the Particulars.

What not to bring

- (d) Please do not bring toys, bedding or any other items that may induce possessive behaviours in your dog.

Risk and Liability

- (e) The Owner acknowledges that they use the Services solely at their own risk and that although precautions are taken, the Supplier cannot guarantee and the Owner acknowledges and agrees that there are risks of illness and injury to their Pet as a result of its participation in Services provided by the Supplier.
- (f) The Owner is fully liable for and accepts that the Owner of the Pet assumes complete and total liability for any harm or damages that occur to other dogs, people or property resulting from aggressive, dangerous and unacceptable behaviour of their Pet including but not limited to biting, scratching and clawing or any other injury cost or loss caused to any other pet or owner, including further and without limitation any illness or injury caused by or to other dogs.
- (g) The Supplier's Premises to supply the Services is in rural land. As such, other risks may be present at the Premises (including without limitation, insects (such as spiders), reptiles (such as snakes), grasses or allergies) or other flora and fauna may be present that may have a detrimental impact to your Pet's health. Although all care is taken to minimise these risks, a risk or factor may not be known to the Owner's Pet until it comes across such risk. The Owner fully accepts these risks when in use of the Services and shall not claim against the Supplier at any time.
- (h) The Owner places their Pet under the care of the Supplier fully aware of these risks and voluntarily assumes these risks.
- (i) The Owner further acknowledges that they are solely responsible on a full indemnity basis for any loss, damage or harm caused or contributed by their Pet including vet bills of others and compensation.



Health of Pet

- (j) The Owner warrants that their Pet is in good health and in accordance with the details outlined in the Particulars. The Owner certifies that their Pet(s) has not been ill with a communicable condition in the last 30 days and are free from any condition which could potentially jeopardise other users of the Services. Pets that have been ill with a communicable condition in the last 60 days will require veterinarian certification of health to be admitted or readmitted.
- (k) The Owner acknowledges and understands that their Pet will be in an open play / field area and off the lead in suitable areas. Activities may include swimming, jumping, agility, scent games, digging and chasing toys. The Owner acknowledges agrees and understand that during normal pet play, my Pet may sustain slight injuries and that notwithstanding supervision, injuries, scratches, punctures, torn ligaments and other injuries may occur despite the best supervision and that their Pet may not return to them in the same condition in which it was left with the Supplier.
- (l) The Owner acknowledges agrees and understands that even if their Pet is vaccinated, and precautions are taken by the Supplier for all other pets the subject of the Services, there is a chance that their Pet can still contract communicable diseases or conditions (such as, without limitation, kennel cough / skin allergies).
- (m) The Owner warrants that they shall not at any time hold the Supplier responsible for any of these conditions if their Pet contracts any health or medical issues whilst being provided the Services.

Behaviour

- (n) The Owner warrants that their Pet is of a non-aggressive nature and not food or toy protective. The Owner further warrants that the details provided in the Particulars are true and correct and that their Pet has not harmed or shown any aggressive or threatening behaviour towards any person or any other dog(s) or as otherwise outlined in the Particulars.
- (o) The Owner warrants to advise the Supplier of any notable changes regarding their Pet's behaviour, training needs, health issues and/or any other relevant details that might affect their Pet, or that of other users of the Supplier or under the care of the Supplier.

Payment of Fees

- (p) The Owner warrants to pay the fees as outlined by the Supplier or as otherwise outlined in these terms and conditions.
- (q) The Owner warrants to pay such additional fees for veterinary bills, whether of its own Pet or that of other users of the Services, in the event that those fees were as a result of the Owner's Pet's actions.
- (r) The Supplier reserves the right to increase the fees payable by the Owner as a result of an act or omission of the Owner in the Particulars, or as a result of the Pet's actions in order to continue to provide the Services safely, or to account for the Pet in the event that the Owner wishes for the Supplier to continue to provide the Services.

Pet Details / Vaccinations

- (s) The Owner agrees to worm and de-flea their Pet regularly as per recommended schedules and has done so within the past 4 weeks.
- (t) All Pets must be old enough to be fully vaccinated.
- (u) All Pets 6 months or older must be spayed or neutered (desexed) – limited exceptions may be made with prior approval (conditions apply).
- (v) All Pets must have up-to-date vaccinations (administered within the last 12 months and not less than 1 week prior to first visit). Owners must submit sufficient proof of C5 vaccinations from their Vet.

Consent and disclosure

- (w) The Owner expressly acknowledges and consents to the Supplier providing the Owner's details to any other owner who uses the Services where the Pet has caused sufficient damage of cost to another pet using the Services.

Insurance

- (x) The Supplier recommends the Pet is covered by Third Party Liability Pet insurance and general Pet Insurance. These insurances may assist the Owner in the event the Pet injures itself, requires life threatening emergency veterinary care, with your permission via our approved Vet, injures another person, injures another dog or, damages property.
- (y) The Owner warrants understands and agree that if their Pet is not covered by Third Party Liability Pet insurance and general Pet Insurance, that the Owner will be responsible for covering the expenses specified above and any additional expenses arising from damages caused by my dog to other persons, other dogs and property while at the Supplier's Premises.
- (z) No guarantee is provided by the Supplier as to the validity or effectiveness of pet insurances or such insurance will pay out in accordance with its policy.

1.5 Bookings, Fees & Payment

- (a) **BOOKINGS:** Bookings for the Services can be made on Pet Manager. PLEASE NOTE that a booking is not accepted until confirmed in writing by the Supplier. Once the Services are confirmed by the Supplier, the Supplier shall provide the Owner with an Invoice for the Services.
- (b) **FEES:** Within 48 hours of acceptance or in any event at least 48 hours before Services are scheduled to be delivered, all payments owed to the Supplier must be paid in full.
- (c) The Owner acknowledges and agrees that it will pay in full, without deduction or set off, the amount owing for Services provided prior to the provision of Services and prior to the collection of their Pet (if such Service was organised).
- (d) The Owner shall not challenge at any stage payments made to the Supplier and no challenge shall be made against the Supplier for the provision of Services or to reverse charges taken or made to the Supplier by the Owner.
- (e) The Supplier expressly reserves the right not to provide the Services to the Owner, even up to and including on the schedule day in which the Services were to be provided, if payment has not been received.
- (f) **LATE FEES:** If the Owner does not collect their dog by the scheduled pick-up time, or no-one is home to accept the pick-up or drop off of the Pet, then the Supplier reserves the right to charge the Owner at the rate of \$70 plus GST per hour or part thereof.

1.6 Cancellation Policy

- (a) The Owner acknowledges and agrees that given the limited places of the Supplier in providing the Services, if the Owner cancels the Services within 48 hours of the date upon which the Supplier was to provide the Services, the Owner shall still be charged in full for the Services, unless at the Supplier's absolute discretion.
- (b) In all other circumstances, cancellation of the Services is allowed and the Supplier shall refund any pre-payment of fees paid to the Supplier where the Owner cancels the Services in accordance with this policy.



1.7 Veterinary Authority

- (a) The Owner expressly grants authority to any representative or staff of the Supplier to render a judgement concerning veterinary care of the Pet and in the event of an accident or illness during the Services, and at the Supplier's discretion, engage such veterinary establishment to provide such care and assistance as may be deemed required, whether precautionary, actually required or otherwise.
- (b) The Owner authorises the Supplier to utilise any and all photographs, pictures or other likenesses of the Pet for the purposes of establishing an accident illness or injury to the Pet and for the purposes of provision of veterinary services.
- (c) The Owner agrees that, if illness or injury occurs to their Pet, the Supplier may notify them and request a course of action, but the Owner acknowledges that this may not always be possible and acknowledges that the Supplier may not notify them immediately where the care of the Pet is a priority and the Owner expressly authorises the Supplier to transport the Pet to such veterinary establishment as may be required for treatment.
- (d) Whilst the Preferred Veterinary Clinic (outlined in the particulars) may be contacted, or utilised, it is not guaranteed that the Pet will attend their regular veterinary provider outlined in the Particulars and the Owner authorises the Supplier to use such reasonable veterinary services as may be practicable having regard to the situation required.
- (e) The Owner expressly acknowledges and agrees that the Owner shall be fully responsible for any and all costs and expenses incurred at any veterinary establishment as a result of this course of action undertaken by the Supplier (whether precautionary or otherwise) and the Owner will fully indemnify the Supplier in relation to all such costs and expenses. In the event that the Supplier pays for any veterinary treatment then the Owner shall reimburse the Supplier on a full indemnity basis upon provision of a receipt by the Supplier at the time of the end of the Services.
- (e) The Owner further acknowledges that if their Pet causes any injury to another pet being provided Services that the Owner shall also be responsible for that pet's veterinary and medical bills and invoices in full (including without limitation treatment and medicines) on a full indemnity basis.

1.9 Guarantee and Indemnity

IN CONSIDERATION of the Supplier supplying and continuing to supply Services to the Owner, the Owner UNCONDITIONALLY AND IRREVOCABLY:

- (a) GUARANTEES the due and punctual payment to the Supplier of all monies which are now owing to the Supplier by the Owner and all further sums of money from time to time owing to the Supplier by the Owner in respect of the Services or any other expenses incurred under these Terms, and the due observance and performance by the Owner of all its obligations contained or implied in any contract with the Supplier;
- (b) HOLDS HARMLESS AND INDEMNIFIES the Supplier on demand as a separate obligation against any liability (including but not limited to any damages, costs, losses and legal or recovery fees and expenses incurred calculated on a full indemnity basis and solicitor and own client basis) incurred by, or assessed against, the Supplier in connection with:
 - (i) the supply of the Services to the Owner and these Terms; or
 - (ii) the recovery of monies owing to Supplier by the Owner including the enforcement of these Terms, and this guarantee and indemnity, and including but not limited to the Supplier's costs of collection, enforcement and legal costs; or
 - (iii) monies paid by the Supplier with the Owner's consent in accordance with these Terms in relation to any veterinary bills whether on behalf of the Pet or on others caused by the Pet; or
 - (iv) monies paid to another user of the Services in connection with a loss cost expense or damage caused by the Owner's Pet (including without limitation other veterinary bills, treatments and medicines); or
 - (v) any and all loss cost or damage caused by the Owner's Pet to any another dog, person or property while under the care of the Supplier and will full indemnify the Supplier in relation to any liability or costs incurred by the Supplier from any other user of the Services or third party as a result of such loss or damage.
- (c) ACKNOWLEDGES AND AGREES THAT:-
 - (i) the Owner has received, read and understood these Terms prior to entering into and accepting the Services, this guarantee and indemnity and agrees to be bound by these Terms;
 - (ii) this Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of monies owing to the Supplier by the Owner and all obligations herein have been fully paid satisfied and performed;
 - (iii) The Owner will be fully responsible for any and all loss cost expense or damage caused by the Owner's Pet to any another dog, person or property while under the care of the Supplier and will full indemnify the Supplier and any other party in relation to any liability or costs incurred by the Supplier from any other user of the Services or third party as a result of such loss cost expense or damage.

1.10 Waiver and Release of Liability

- (a) The Owner has conducted its own investigations of the Supplier and the Services and is satisfied that the Supplier is providing Services acceptable to the Owner and has in place reasonable and practicable mitigation measures for the performance of the Services for the maintained for the health, comfort, and protection of the Pet.
- (b) As such, save as outlined in the Particulars, the Owner uses the Services solely at its own risk and understanding of these Terms and the conditions, obligations, risks, warranties and otherwise contained within them and has freely elected to use the Services.
- (c) The Owner acknowledges that the Supplier has relied upon the Owners representations as to the condition and traits of the Pet in accepting to provide the Services to the Owner.
- (d) To the fullest extent permitted by law the Owner agrees it shall not at any stage make any claims against the Supplier whatsoever or howsoever in connection with the Services, and shall not hold the Supplier liable, for any loss, damage, expense, illness, injury or otherwise suffered by their Pet as a result of, or relating in any way to, the Pet's participation use of any of the Services offered by the Supplier, whether caused by the Supplier or another user of the Supplier's Services.
- (e) The Owner waives any and all rights as and against the Supplier (and any of its owners, directors, staff or otherwise people acting under or on the direction of the Supplier in performance of the Services) and shall not at any time during the Services or after or otherwise hold the Supplier, nor any of its staff, owners, directors, contractors or otherwise persons involved in the Services, responsible for any accident, injury, damage, loss or death of my Pet on or off the Premises of the Supplier unless caused by gross negligence by the Supplier.
- (f) The Owner fully and irrevocably releases the Supplier from any and all liability to the Owner during the performance of the Services, save and except for any gross negligence of the Supplier, and fully releases the Supplier from any current, existing or future liability of any kind arising from or relating in any way to the Pets participation in any Services offered, and will fully indemnify the Supplier in relation to any liability or costs incurred by the Supplier as a result of any such claim brought by the Owner, or any other user of the Services as a result of the Owner's pet.
- (g) If any claim is made against the Supplier (including any owner or staff) by reason of any act of my Pet, I agree to indemnify, hold harmless, and defend the Supplier against such a claim and waive all liability against the Supplier.