

GABBA DOGGY DAY CARE

GENERAL AGREEMENT

1. Terms and Conditions

Prior to admitting my/our dog(s) into the care of Gabba Doggy Day Care ("GDDC") I/We:

- a. acknowledge that I/We have read these Terms and Conditions and understand these Terms and Conditions form the basis of our/my contract of admission with GDDC, and
- b. agree to be bound by these Terms and Conditions; and
- c. have freely and voluntarily accepted these Terms and Conditions; and
- d. acknowledge and understand that if I/We do not abide by, follow, or otherwise depart from these Terms and Conditions and GDDC for any reason suffers any financial loss then I/We will agree to pay and reimburse GDDC for any financial loss they suffer.

2. Health

- a. I/We warrant that my/our dog(s):
 - i. is/are in good health; and
 - ii. has/have received its/their current C5 vaccination; and
 - iii. has/have been currently treated for fleas and worms
- b. I/We agree to provide documentary evidence from my/our veterinarian evidencing the matters in clause 2(a) prior to admission of my/our dog(s).
- c. If my/our dog(s) has/have been or is at any time infected with a communicable disease I/We will immediately advise GDDC.
- d. I/We confirm that at the date of admission to GDDC I/We am/are not aware of my/our dog(s) suffering from any existing injuries, conditions, or allergies, and is not in oestrus (in heat).
- e. In the event my/our dog(s) is/are on medication for any condition, I/We will supply to GDDC all medication with written instructions as to dosage and administration of the medication to my/our dog(s).
- f. If my/our dog(s) is/are in the care of GDDC and either does become ill or does exhibit or displays symptoms of illness (of which GDDC will be the sole judge) I/We immediately collect and remove my/our dog(s) from the care and custody of GDDC, once I/We have been advised by GDDC. In such circumstances, I/We acknowledge I/We will not be entitled to any refunds in relation to any payments made with respect to any goods and services.

3. Behaviour

- a. I/We authorise GDDC to conduct a temperament test on my/our dog(s) as a condition of admission to GDDC and I/we acknowledge that GDDC has the right to refuse admission of any dog(s) to GDDC.
- b. I/We warrant that my/our dog(s) has not harmed or shown aggression or threatening behaviour towards any person or any other dog(s).
- c. I/We will advise GDDC if my/our dog(s) exhibits or displays behavioural problems of any type and nature including but not limited to excessive or uncontrolled barking; is lead reactive; mounting; dominance or is otherwise unreasonably disruptive.
- d. I/We acknowledge that GDDC has the right in its sole discretion to refuse entry to, or to provide goods and services to, any dog(s) which displays or exhibits:
 - i. aggressive or threatening behaviour towards any other dog(s), staff, or any clientele of GDDC; and/or
 - ii. unreasonable behavioural problems (in the sole opinion of GDDC).
- e. I/We acknowledge that if my/our dog(s) exhibits or displays aggressive or threatening behaviour or unreasonable behavioural problems, the most serious of cases (of which GDDC will be the sole judge) will be:
 - i. reported to the police by GDDC, if necessary; and
 - ii. removed from GDDC and you will be asked to immediately collect and remove your dog(s) from the custody of GDDC.
- f. In such circumstances, you will not be entitled to any refunds in relation to any payments made in respect of any goods and services.

4. Bookings and Payments

4.1 Bookings

- a. Booking for daycare, overnight accommodation, pet taxi and grooming are not mandatory but are encouraged.
- b. Bookings must be made by submitting requests via email (email: woof@gabbadoggydaycare.com) or by phoning 0423 487 302.
- c. Bookings should be made 24 hours in advance.
- d. Booking cancellations must be submitted by email to woof@gabbadoggydaycare.com no later than 12 hours before the booked day.
- e. Bookings cancelled with less than 12 hours notice will be charged at the full rate for the service to have been provided and I/We agree to pay this charge, if applicable.
- f. If a booking is made and is not cancelled and my/our dog(s) does not show I/We agree to pay a "no show" fee which will be charged at the full daily rate.
- g. I/We acknowledge and accept that GDDC daycare packages may be valid for a limited time and that unused or expired packages are not eligible for any partial or full refund.

4.2 Payments

- a. Payments for any goods and services must be made on or before the day of attendance.
- b. Payments for additional services, such as overnight accommodation, transportation costs, veterinarian services must be made prior to the provision of any services.
- c. I/We agree to pay cancellation and no-show fees which will be payable on demand.

5. Pick up and Drop off

- a. GDDC operates on a 12-hour daily program commencing at 6:30 AM and ceases its daily operations at 6:30 PM. I/We accept that we will not be entitled to any partial or full refund if dropping off later or picking up earlier than my scheduled booking times.
- b. I/We agree to pay late fees of up to \$10.00 plus GST for each minute per dog(s) if I/We do not collect my/our dog(s) by 6:30 PM.
- c. If I/We have not collected my/our dog(s) by 7:30 PM, overnight accommodation will be arranged for my dog(s), and I/We agree to pay an overnight accommodation fee of \$500.00 plus GST per dog plus all and any other charges and expenses incurred because of the overnight accommodation.

6. Overnight Accommodation

- a. If GDDC is required to house my/our dog overnight due to failure to collect my dog by close of business, I agree to pay an additional overnight accommodation fee of \$500.00 plus GST per dog plus all and any other costs, charges and expenses incurred because of the overnight accommodation.
- b. If my/our dog(s) is/are in the overnight care of GDDC and either does become ill or does exhibit or displays symptoms of illness (of which GDDC will be the sole judge) I/We authorise GDDC, should they deem it necessary, to engage the services of a veterinarian to provide veterinary care, treatment, and medication.
- c. I/We authorise GDDC to incur veterinarian services, care, treatment, and medication expenses to the value of \$500.00 plus GST and further authorise GDDC to incur such costs, charges, and expenses in my/our name. I/We appoint GDDC as our agent for this specific purpose.
- d. I/We acknowledge all:
 - i. veterinarian services, care, treatment, and medication expenses are payable by me/us as the owner(s) of the dog(s); and
 - ii. such veterinarian, costs, charges, and expenses are not in any way payable by GDDC.
- e. GDDC will make all reasonable efforts and use their best endeavours to contact you about the provision of all veterinarian services, care and treatment, and the condition of your dog(s). However, if you are not contactable you must provide emergency contact details of not less than 1 other person at the time of your dog's admission. All emergency contacts must be authorised and must be able to provide GDDC with clear and precise instructions on treatment options, spending limits and any decisions that may need to be made for humane reasons.
- f. GDDC may in some circumstances require you to pay a veterinarian bond of not less than \$550.00 which must be made on or before the day of attendance.
- g. In circumstances where it is agreed outside the terms of this agreement (separate agreement) between me/us and a staff member of GDDC to house my/our dog(s) with that staff member on an overnight basis I/We acknowledge that:
 - i. GDDC acts as the agent of this staff member for the purpose of arranging this overnight accommodation and collecting payment for this overnight accommodation under this sub-clause.
 - ii. my/our dog(s) are not in these circumstances in the care and custody of GDDC;
 - iii. I/We accept all risks of illness, injury and even death to my/our dog(s) whilst in the care and custody of the staff member; and

- iv. GDDC has no legal liability to me/us in respect to such overnight accommodation and I/We forever release and forever discharge GDDC from and against all claims, actions, demands, losses, injuries, damages (including any consequential loss and damage), suits, orders, injunctions, costs, and expenses of every description suffered or incurred howsoever caused and arising from or in connection with this overnight accommodation under this sub-clause.

7. Pet Taxi

- a. I/We accept that if GDDC determines that they are unable to collect or deliver my/our dog(s) due to insufficient or unsafe access to the requested location:
 - a. I/We will still be charged and agree to pay for the scheduled services; and
 - b. if this requires that my/our dog(s) remain in the care of GDDC, I/We agree to pay any additional daycare/overnight care fees, and any additional costs incurred by GDDC as a result.
- b. Bookings cancelled with less than 12 hours notice may be charged at the full-service rate and I/We agree to pay this charge.
- c. I/We acknowledge and accept:
 - i. that once my/our dog(s) have been delivered to the agreed-upon destination they are no longer in the care and custody of GDDC;
 - ii. all risks of illness, injury and even death to my/our dog(s) whilst in the transit to their required destination; and
 - iii. GDDC has no legal liability to me/us in connection with or arising from any transit of my/our dog(s) to their requested destination and I/We forever release and forever discharge GDDC from and against all claims, actions, demands, losses, injuries, damages (including any consequential loss and damage), suits, orders, injunctions, costs, and expenses of every description suffered or incurred howsoever caused and arising from or in connection with this transit.
- d. GDDC will use their best endeavours to provide the pet taxi services at the requested times however, GDDC cannot guarantee the services will be delivered at the requested times. I/We acknowledge that these services can be delivered either earlier than, or later than, the requested time.

8. Grooming

- a. Bookings cancelled with less than 12 hours' notice may be charged at the full-service rate and I/We agree to pay this charge.

9. Rights and Obligations

- a. When I/We place my/our dog(s) in the care and custody of GDDC I/We do so at my/our own risk.
- b. I/We acknowledge:
 - i. dogs interact and play directly with one another off-leash under supervision; and
 - ii. dogs are an animal and by their very nature are unpredictable and present a certain level of risk; and
 - iii. during daycare, overnight accommodation, pet taxi and grooming there are certain risks involved including, but not limited to, injuries to people, property, and other animals (even whilst under supervision); and
 - iv. my/our dog(s) when interacting with other dogs may suffer injuries as part of the usual and ordinary environment and I/We accept such risks of injury to my/our dog(s); and
 - v. GDDC staff will administer first aid, if required, for all minor injuries (such as cuts and scratches) sustained and GDDC staff will advise you of such injuries at the time of collection of my/our dog(s); and
 - vi. in circumstances where it is reasonably necessary (such as illness or injury) as determined by GDDC, I/We authorise GDDC to engage the services of a veterinarian to administer medical care and treatment to my/our dog(s).
- c. I/We agree to pay to GDDC and, if necessary, reimburse GDDC the full cost of all and any veterinarian services, care, treatment, and medication expenses and costs incurred in the provision of medical care and treatment by a veterinarian to my/our dog(s).
- d. I/We accept all risks of illness, injury, and death to my/our dog(s) whilst in the care and custody of GDDC and I/We recognise and accept all risks associated with the transportation of my/our dog(s) for any overnight accommodation, pet taxi or veterinarian services.
- e. I/We agree to pay to GDDC or to any other person all medical costs, expenses, and any other monies incurred by them arising from any injuries suffered or sustained because of the actions of my/our dog(s).
- f. For the sake of clarity, by signing this Agreement, I/We give authority to GDDC, its staff and volunteers to transport my/our dog(s) for any overnight accommodation, pet taxi or veterinarian services.
- g. I/We acknowledge my/our dog(s) does have a collar with an ID tag and will be walked on a lead to and from the premises of GDDC.

10. Images and Publications

- a. I/We give permission and authorisation to GDDC to take and make photographic images, digital recordings and prints of my/our dogs(s). Any such photographic images, digital recordings, prints, and any copyright therein are and remain the property of GDDC.
- b. I/We authorise GDDC to take, reproduce, alter these images in a printed or electronic format without compensation to you and I/We waive the right to approve the finished images.
- c. I/We acknowledge these photographic images, digital recordings or prints may be used by, and published by, GDDC for the marketing and promotion of GDDC.

11. Legal Liability

- a. By using the services of GDDC, I/We accept all the risks and liabilities identified in this Agreement.
- b. I/We hereby forever release and forever discharge GDDC and their servants, agents, invitees and employees from and against all claims, actions, demands, losses, injuries, damages (including any consequential loss and damage), suits, orders, injunctions, costs and expenses of every description suffered or incurred howsoever caused (including but not limited to any wilful or negligent act or omission on the part of GDDC, its servants, agents, invitees and employees) to any person or property arising from any course whatsoever including arising out of or incidental to this Agreement and any goods or services provided by GDDC.
- c. I/We indemnify GDDC and their servants, agents, invitees and employees from and against any and all claims, actions, demands, losses, injuries damages (including any consequential loss and damage), suits, orders, injunctions, costs and expenses of every description suffered or incurred howsoever caused (including but not limited to any wilful or negligent act or omission on the part of GDDC, its servants, agents, invitees and employees) arising directly or indirectly from my/our dog(s) participation in activities or use of services including all legal claims and medical expenses and in all matters arising out of or incidental to this Agreement.