

OFFER AND ACCEPTANCE

1. By delivering this agreement to you, we are making you an offer regarding the provision of services that we are providing to you in relation to your dog/s.
2. If you accept our offer, you are regarded as having entered into this agreement with us. This means you will be bound by the terms and conditions set out in this document, and we will provide you services for you dog/s. You will also receive accounts from us, and remain liable to pay us for those services either in advance or upon invoice or demand.
3. You may accept our offer by:
 - (a) signing and returning this document to us; or
 - (b) bringing your dog/s to our premises (whether owned, leased, occupied, frequented or otherwise); or
 - (c) paying us an up-front amount in anticipation of services for you and your dog/s.
4. When you accept our offer, this is a legally binding agreement between you and us.
5. If you do not accept our offer or otherwise pay an account when it falls due, we are at liberty to refuse to provide a service to you and your dog/s.
6. The Reference Schedule to this agreement and any enrolment form/s you complete will form part of this agreement and sets out important information including:
 - (a) the name of the parties to this agreement;
 - (b) your dog/s name, breed and that you are the legal owner of said dog/s;
 - (c) and any issues or concerns we should, or ought, be made aware in relation to your dog/s.

APPLICABLE LAW

7. The laws of Queensland, Australia apply to this agreement.
8. You parties hereby submit to the exclusive jurisdiction of the courts and tribunals of Queensland in relation to this agreement.

WARRANTIES, REPRESENTATIONS AND RISKS

9. You hereby warrant and represent to us:
 - (a) you are the registered owner of the dog/s named in the Reference Schedule and/or have the full consent and authority on behalf of the registered owner of the dog/s in the Reference Schedule to enter into this agreement;
 - (b) you will, at all times, be available for us to contact you in relation to your dog/s should it be necessary for any reason;
 - (c) that the information contained within your dog/s enrolment form/s is true, accurate, complete, adequate and up to date;
 - (d) you understand and voluntarily enter into the risks set out in clause 11 of this agreement;
 - (e) you understand your responsibility and liability for your dog/s as set out in this agreement;
 - (f) we have given you an opportunity to obtain independent legal advice about this document, and that you have duly obtained same or waived your right to do so;
 - (g) that in relation to the dog/s named in the Reference Schedule:
 - (i) vaccinations are, and will remain, up to date for C3 covering parvovirus, distemper and hepatitis as well as for CC covering canine cough (kennel cough), including Bordetella Bronchiseptica and Parainfluenza Virus or alternatively to C3 and CC then for C5 covering parvovirus, distemper and hepatitis, canine cough (kennel cough), including Bordetella Bronchiseptica and Parainfluenza Virus;
 - (ii) flea and/or tick treatments are and will remain up to date; and
 - (iii) you will at all times prior to bringing them to us check their health and wellbeing by inspecting their eyes, ears, pads, paws, skin, joints and otherwise for irritations, discomfort or other health conditions, illnesses or injuries and ensure you consult with a veterinarian in relation same;
 - (iv) that they do not have a cough, snuffle, eye infection or other health care condition, illness or injury;
 - (v) that they do not have stiches, staples, a dog cone/Elizabethan collar or bandages and have not been discharged from a veterinarian in relation to same, or a health care condition, illness or injury;
 - (vi) that you will at all times comply with any requirements of your veterinarian in relation to post hospital care or treatment in relation to rest requirements post-treatment of any kind;
 - (vii) that in the event you require us to administer simply medications or food for your dog/s, that they are appropriate and fit for your dog/s and have been correctly labelled and legally obtained;
 - (viii) that they are not in utero (pregnant) or otherwise in estrus/sexual cycle (often referred to as being in heat);
 - (ix) that in the event they are over seven (7) months of age, they are de-sexed and not capable of reproduction;
 - (x) they are not, and have duly not been classified by Council at any time as, anti-social, aggressive, dangerous or menacing in any way, shape or form as defined in any Queensland local Council law or regulation;
 - (xi) they do not exhibit urine marking tendencies;
 - (xii) you have disclosed any issues or concerns that we ought to be reasonably made aware e.g. sickness, illness, injury, health-care issues such as seizures or allergies or other necessary things so as to provide appropriate, adequate and proper care or training;
 - (xiii) if they are, or over, the age of eleven (11) weeks that they have had all necessary puppy vaccinations as ordinarily recommended by a veterinarian;
 - (xiv) their nails are not excessive in length or able to cause skin breakage or scratches to staff, property or other dog/s;
 - (xv) they have an appropriate collar and name tag (a quick release collar and lead prior to attending our premises (whether owned, leased, occupied, frequented or otherwise).

10. You acknowledge and agree that:

- (a) each warranty and representation in clause 9 of this agreement is a separate and distinct warranty independent of the other; and
 - (b) we enter into this agreement on the basis of, and in reliance on, the warranties and representations in clause 9 of this agreement at all times being true and accurate and not false, misleading or deceptive (including but not limited to your failure to make proper or adequate enquiries with a veterinarian in relation to your dog/s from time to time).
11. Whilst we have measures in place to try and protect your dog/s, including assessment criteria, ensuring dog owners give us certain warranties/representation and disclosures, having strict attendance requirements, utilising physical and appropriate correction tactics, distracting tactics, ongoing floor monitoring and other measures, risks still exist, which are wholly outside our control including but not limited to:
 - (a) overstimulation or your dog/s or them becoming overwhelmed, stressed or exhibiting signs of anxiety;
 - (b) conflict between dog/s, including fighting, aggressiveness, pushiness, rivalry or pack mentality;
 - (c) contagions, contaminations or illnesses, viruses or sicknesses or other air-borne or physical health care conditions;
 - (d) sexual activity;
 - (e) injuries such as scratches, punctures, torn ligaments or otherwise or in more rare situations, death;
 - (f) loss or damage in some form, including to your property or someone else's property;
 - (g) residual psychological or emotional damage to you or your family in the event that your dog/s are exposed to sickness, illness, injury or death;
 - (h) weakening of immune systems;
 - (i) allergies and infections;
 - (j) exacerbation to pre-existing health conditions or injuries;
 - (k) for senior dog/s or puppies, dogs with special needs or disabilities, there is a much higher risk of the above issues, and care should be taken when considering the appropriateness of doggy daycare or wellness services, including but not limited to consulting with a veterinarian as to the appropriateness of same.

Authorities

12. You hereby irrevocably agree, consent, authorise and direct us to:

- (a) use and apply flea and/or tick treatment to your dog/s if they are observed to have fleas and/or ticks, the cost of which shall be \$80.00 depending upon the severity and size of your dog/s which you shall become liable to pay us upon demand by us;
- (b) conduct an initial behavioural assessment day in order for your dog/s to be approved (in our discretion) to attend any off-leash group activities or play;
- (c) assess and cut your dog/s nails if they are observed to be excessive in length or causing skin breakage or scratches to staff, property or other dog/s, the cost of which shall be \$15.00 for us to administer nail trimming services which you shall become liable to pay us upon demand by us;
- (d) do everything reasonably necessary and anything you can legally do yourself in relation to your dog/s in the event of an emergent reason or in relation to health and safety (such as an illness, injury or attack), including but not limited to restraint, distraction and physical tactics and/or otherwise administering treatment or otherwise admitting your dog/s to a veterinarian or emergency related service. In such regard, your authority and direction hereby given shall be on the basis of 'doing everything necessary to stop an attack or otherwise sustain life if possible'. For such purpose, you agree to bear all liability and the associated costs and expenses associated with same.

13. You agree that clause 12 of this agreement is necessary for the health and safety of your dog/s, our staff, property and other people's dog/s, and our legitimate business interests.

Reservation of Rights, Including to Refuse or Discontinue Service

14. That in relation to the dog/s named in the Reference Schedule, you understand, consent and agree that we may in our discretion:
 - (a) refuse to admit your dog/s to any group or off-leash play;
 - (b) carry out ongoing behavioural assessments of your dog/s;
 - (c) remove your dog/s from any group play activities;
 - (d) use and apply specialised tactics as is reasonably necessary for the safety of your dog/s, other dog/s, property or people including but not limited to confinement, restraint or other physical tactics;
 - (e) refuse to provide you a service or otherwise refuse to permit you or your dog/s on our premises (whether owned, leased, occupied, frequented or otherwise);
 - (f) cancel or discontinue any services to you and/or your dog/s at any time;
 - (g) impose additional charges of \$10.00 in fifteen (15) minute increments in which you arrive are later than 6:00 pm (AEST). For example, if you arrive between 6:01 pm to 6:15 pm (AEST), this shall be construed as one increment of fifteen (15) minutes. Similarly, if you arrive at 6:16 pm to 6:30 pm (AEST), this shall be construed as a second increment of fifteen minutes and so on.
15. You agree that clause 14 of this agreement is necessary for the health and safety of your dog/s, our staff, property and other people's dog/s, and our legitimate business interests.

PAYMENTS AND GENERAL PAYMENT MATTERS

16. You must make payment for our service/s on, or prior to, the day your dog/s are scheduled to attend their appointment or for care or upon demand by us.
17. You can pay your bill by any of the following means:
 - (a) Electronic Funds Transfer (EFT); or
 - (b) Cash; or
 - (c) Credit Card (including Visa or Mastercard).

Guarantees, Indemnities and Protections

18. Due to high demand, cancellations must be made twenty-four (24) hours prior to when your dog/s are scheduled to attend their appointment or for care. This is particularly due to our loss or damage in the form of being able to admit or service other dog/s. In the event you refuse, fail or neglect to comply with this requirement, fifty (50) percent (%) the value of the service or care fee will be charged to you.
19. In relation to any pre-paid day-care packages, these are non-refundable. 10 day play passes expire 3 months, ninety (90) days from the date of purchase and 20 day play passes expire 6 months, one hundred and 20 days (120) from the date of purchase for operational reasons. You are welcome to use your package at any time, however, if you do not, then this is a matter for you, and you shall be deemed to have actively chosen not to attend, despite us being ready, willing, and able to provide day-care or other services to you and your dog/s.
20. Discount packages are not available unless they are paid for in advance.
21. You must pay to us upon demand any monies you may become liable to pay or refund us under this agreement.
22. If you fail to pay your account with us, or any monies you may become liable to pay or refund us under this agreement, then we may charge you interest in our discretion on the outstanding balance at a benchmark rate prescribed under section 59(3) of the Civil Proceedings Act 2011 as at the date of demand, compounding daily until such time full payment is received.

Surveillance and Audio, Video and Photographs

23. We use listening devices, audio, video, camera and photographic surveillance in the premises (whether owned, occupied, leased, frequented or otherwise). There are various reasons for this, including but not limited to:
 - (a) common practice and industry standard when working with animals;
 - (b) health and safety reasons as working with animals can be unreliable in nature and there is a higher risk of injury or death to people or other animals, or loss or damage to property;
 - (c) the need to protect property and deter possible fraud and theft;
 - (d) ensuring internal policies and procedures are followed;
 - (e) giving confidence to customers and the public that their dogs are being handled appropriately and with skill and care;
 - (f) the need to monitor dog behaviour, an integral part of our business;
 - (g) protection of our legitimate interest;
 - (h) the need to ensure performance monitoring of our staff.
24. Pursuant to the *Invasion of Privacy Act 1974*, you:
 - (a) hereby irrevocable give us express consent to use a listening device to overhear or listen to a private conversation in which you may be involved whilst on our premises (whether owned, leased, occupied, frequented or otherwise);
 - (b) confirm and agree that you shall not reasonably expect privacy on any of our premises (whether owned, occupied, leased, frequented or otherwise);
 - (c) hereby give us consent to share and publish such private conversations:
 - (i) in accordance with any exceptions under the *Invasion of Privacy Act 1974*; and
 - (ii) to our legal and advisers, employment advisers, other professional advisers, including but not limited to carrying out any investigation into employee conduct, or negligence, theft, fraud or another criminal offences involving loss, damage, injury or death to a person or dog;
 - (iii) to prevent risk to health or safety;
 - (iv) to a commission, court or tribunal;
 - (v) to WorkCover Queensland or an insurer and their professional underwriters, staff, contractors, medical professionals or associated affiliates to prove or disprove responsibility for loss, damage, death or injury;
 - (vi) to law enforcement agencies, such as the Queensland Police Service of Federal Police;
 - (vii) during a one-on-one private feedback or training session between us and our employees;
 - (viii) online for social media advertising and promotional purposes;
 - (ix) to disprove any allegation you make of whatsoever kind against us or our professional staff or contractors, and in whatsoever forum or on whatsoever platform we may decide in our absolute discretion.
25. You hereby irrevocably consent to us obtaining and using any such personal information under the *Information Privacy Act 2009* (Qld) and any federal equivalent, and to such disclosure to third parties.
26. You further acknowledge and agrees that any audio, video, camera, photographic, computer and other surveillance on the premises (whether owned, occupied, leased frequented or otherwise) by us may contain third party identifiable photographic, audio or video footage and may not be released administratively under a Right to Information application unless it can be securely redacted. In such circumstances, you acknowledge that any such application may be denied, in which case you may require a subpoena of a Court.
27. You hereby acknowledge and understand the need to exercise caution and good judgement within the vicinity of the cameras within our premises (whether owned, occupied, leased, frequent or otherwise) as any words spoken to another person may be overheard, recorded, monitored or listed to and shared on a public forum or platform, including social media.
28. You hereby agree and consent to us taking live videos or photographs of you and/or your dog/s for use on our social media and online platforms in any manner and form we reasonably choose. For such purpose, you hereby agree that any intellectual property rights (as broadly defined as possible) in such video or photographic material shall be hereby assigned from you to us and hereafter vest in us, and that you will have no right to object to its use.

29. You hereby guarantee and promise:

- (a) the performance of your obligations contained in this agreement;
 - (b) prompt payment of any monies due, owing and payable by you to us under this agreement or upon demand by us.
30. You hereby agree to hold us and our employees, professional staff and contractors harmless, and indemnify us jointly and severally arising out of, or incidental to any loss, damage, cost (including on a solicitor and own client basis), expense, claim, proceeding, application, demand (whether threatened or instituted) whether in law or in equity in relation to:
 - (a) the need for us to commence an action of any kind to recover payment of monies from you which you become liable to pay us or arises under or in connection with this agreement;
 - (b) a breach of warranty contained in clause nine (9) of this agreement;
 - (c) any disclosed risks occurring to your dog/s in clause eleven (11) of this agreement, which you have voluntarily and wilfully exposed your dog/s and/or yourself to as a result of reasonably expected and foreseeable risk of such loss, damage, injury or death;
 - (d) using, sharing, distributing, publishing or reviewing audio, video, camera or photographic material or any private conversation by use of a listening device, including using unflattering pictures or video of you online or in print media;
 - (e) your dog/s causing any loss, damage, injury or death to another person's dog/s or property or our professional staff and/or property including but not limited to biting, chewing, attacking, scratching, jumping, barging or other associated aggressive, hyper, or uncontrolled or untrained behaviour.
 31. In the event that you refuse, fail or neglect to pay any monies due, owing and payable upon demand by us or arising in relation not this agreement, you hereby agree to irrevocably charge in our favour all right, title and interest over your assets, land, realty or otherwise. To that end, you further hereby irrevocably authorise us to lodge a mortgage or caveat over those assets to secure payment of monies that you may owe from time to time to us in relation to the provisions of services rendered or as otherwise contained in this agreement. That for such purpose, you agree to execute all necessary documents which are required to perfect the security granted in this clause.
 32. Any guarantee, indemnity or action to secure payment or indemnification under this agreement may be enforced despite any neglect or omission to enforce any rights against you, or if any of the agreements between you and us are partially unenforceable, or if you go into bankruptcy. For such purpose, should you go into bankruptcy before paying us any monies due, owing and payable under this agreement, we shall be a secured party as against your assets.

Severance

33. If any part or provision of this agreement is unenforceable, inoperable or unlawful then that part or provision shall be severed insofar as such unenforceability, inoperability, or unlawfulness without and without affecting the enforceability, operability or lawfulness or any other part or provision.

Execution

34. This agreement is signed in the Reference Schedule signifying acceptance between you and us.

