

FURBABY DOG DAYCARE – TERMS & CONDITIONS

Your Full Name:	Dog/s Name:		
Day/s Attending Daycare:	Email:		
Credit Card Number:	Name on Card:	Expiry:	CCV:

1. Purpose of this document

These are the terms and conditions under which your dog will attend FurBaby Dog Daycare facility operated under Shari Lee Lovreta trading as FurBaby Boutique & Café as a trustee for Shari Investment Trust, hereafter referred to as FurBaby

2. Requirements for attending dog daycare

2.1 Before your dog attends daycare:

- (a) Your dog must have undergone a behavioural screening through our induction by FurBaby at your cost; and
- (b) Your dog must have attended a trial day of dog daycare at your cost; and
- (c) You must have given FurBaby a current vaccination certificate for your dog, proof of C5 vaccination must be provided; and

2.2 If your dog is over 6 months old it must be neutered or spayed, except in circumstances expressly approved in writing by a veterinarian

2.3 For the welfare of all dogs visiting FurBaby it is essential that the facility is flea free. You may be asked to remove your dog from FurBaby if your dog has fleas

2.4 Your dog must wear a collar and be on a lead when entering or exiting FurBaby.

2.5 If your dog is accepted into dog daycare and is subsequently found to be behaviourally incompatible with other dogs attending the dog daycare you may be asked to remove your dog from dog daycare. In this instance FurBaby may provide a behavioural strategy which you can implement with your dog in an attempt to return to dog daycare. Returning to dog daycare will be subject to a further behavioural screening at your cost

2.6 All decisions made by FurBaby regarding the suitability of your dog for dog daycare are final. If you dispute any decision made by FurBaby staff you may escalate your dispute for consideration by Shari Lovreta.

3. Whilst your dog is at dog daycare

3.1 During the day your dog may be taken for walks outside the FurBaby premises and you consent to this occurring

3.2 You acknowledge that dogs can behave unpredictably and that your dog may be injured while attending dog daycare.

3.3 FurBaby staff will administer first aid for minor injuries and you consent to this occurring. However, incidents may arise which may require care of your dog at a veterinary clinic. You consent to your dog being taken to the Balcatta Vet24 Veterinary Hospital at 59 Erindale Road Balcatta for such care to be provided. You must pay the Balcatta Vet24 Veterinary Hospital for all costs associated with the veterinary services administered by the Balcatta Vet24 Veterinary Hospital.

4. Drop off and collection of your dog

4.1 FurBaby Dog Daycare operating hours are from 7:00am to 6:00pm, Monday to Friday (excluding public holidays)

4.2 If you do not pick up your dog by 6:00pm, you may be required to pay a late charge for every 15 minutes (or part of 15 minutes) after 6:00pm. Continual lateness will cause your dog to be expelled from dog daycare.

4.3 If your dog remains uncollected at 6:30pm, your dog will be relocated to the Balcatta Vet24 Veterinary Hospital at 59 Erindale Road Balcatta, and you will need to pay Balcatta Vet24 Veterinary Hospital any charges as a result.

5. What you pay for dog daycare

5.1 The charges to be paid by you for dog daycare and other services provided by FurBaby are stated in the pricing schedule published at www.furbabycafe.com.au/daycare-rates

5.2 FurBaby may change the pricing schedule from time to time and will give you prior notice of any changes

6. How you pay for dog daycare

6.1 Your dog will be booked to attend daycare on the day(s) agreed upon. You may not change the day(s) unless agreed to in writing by FurBaby.

6.2 There is a 24 hour cancellation policy – if you do not provide us with 24 hours' notice/ do not show up for daycare, the full fee will be deducted from your account without a refund being processed;

6.3 If you provide us with 24 hours' notice your payment can be redirected to an additional day within a 4 week period immediately following your usually scheduled day (providing there is space available);

6.4 If notice is provided a week in advance that you are going away on holidays for more than one week, we can freeze your account for the time you are away.

6.5 A \$5 fee for early drop offs (before 7am) will be imposed. This additional payment can be paid on the day or, for regular early drop offs, by authorising an additional \$5 (per day) to be taken via direct debit;

6.6 All late pickups (after 6pm) will incur a surcharge of \$10 per 15 minute increment (or part of 15 minutes). This additional payment can be paid on the day when you pick up your dog;

8. FurBaby's liability to you

8.1 To the full extent permitted by law, FurBaby's liability to you in connection with these terms and conditions is limited to:

- (a) In the case of goods:
 - (i) The replacement of the goods or supply the equivalent of goods;
 - (ii) The repair of the goods
 - (iii) The payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) The payment of the cost of having the goods repaired; or
- (b) In the case of services:
 - (i) The supplying of the services again; or
 - (ii) The payment of the cost of having the services supplied again.

9. Privacy and Marketing

9.1 You acknowledge and agree that all photographic images or digital recordings taken of the FurBaby Dog Daycare facility, dogs attending the facility and customers, together with their prints and the copyright in those images and recordings are FurBaby's property. FurBaby may reproduce, alter and publish the images, in print or electronic format without compensation to you and you waive the right to approve the publication of the finished image.

9.2 FurBaby is committed to protecting your privacy and any personal information collected by FurBaby will be held in accordance with the Privacy Act 1988 (Cth). You consent to FurBaby disclosing your information to the Balcatta Vet24 Veterinary Hospital for the purposes identified in these terms and conditions.

9.3 You consent in accordance with the Spam act 2003 (Cth) to FurBaby and its affiliates contacting you for marketing and promotional purposes. If you do not wish to be contacted, please tick the box where indicated below.

10. General

10.1 FurBaby is always looking to provide the best services to its clients, and may from time to time need to close the FurBaby Dog Daycare to implement improvements and upgrades to the facility. You will be given prior notice of any closures and will not be charged for these days.

10.2 FurBaby can transfer the agreement between you and FurBaby to a person, firm or company at any time. FurBaby will give you 14 days prior written notice of any transfer.

10.3 These terms and conditions may be changed at any time by FurBaby, FurBaby will notify you of any changes.

10.4 FurBaby will provide you with notices under these terms and conditions at the email address nominated by you above. You must send any notices to FurBaby at shari@furbabycafe.com.au

10.5 Any notices given under these terms and conditions will be deemed to be delivered upon receipt of an email delivery receipt by the sender, a copy of which must be kept by the sender.

10.6 Western Australia law governs these terms and conditions, and you consent to the non-exclusive jurisdiction of the Western Australian Courts for resolution of any dispute under or in connection with these terms and conditions.

10.7 These terms and conditions and any documents referred to in these terms and conditions make up the whole agreement between FurBaby and you.

11. Your agreement with FurBaby

11.1 These terms and conditions are accepted by you by signing below, or are deemed accepted by you by your conduct in payment of any dog daycare charges and sending your dog to dog daycare.

11.2 You understand that by accepting these terms and conditions you are entering into an agreement with FurBaby on the terms set out in these terms and conditions.

11.3 Your agreement with FurBaby continues until you cancel your dog's attendance at dog daycare or FurBaby requires your dog to be removed from dog daycare, in accordance with these terms and conditions.

I confirm that I have read and understood these terms and conditions and that I agree to sending my dog/s to FurBaby Dog Daycare in accordance with those terms and conditions. I confirm that I have completed the FurBaby Dog Daycare Enrolment Form correctly and disclosed all behavioural and health issues regarding my dog. I will notify FurBaby immediately if any of those details change.

Tick the box if you do NOT want to receive marketing material for FurBaby and its affiliates

Signed by You

Dated