

AGREEMENT FOR DOGGY DAYCARE DEPLOYMENTS & BOARDING/BOARDING & TRAIN

SCHEDULE 1 Terms and conditions

1 The meaning of some words used in these terms and conditions

Associate means the Provider's agents, employees, contractors, invitees, sub-contractors, sub-lessees and other persons claiming through or under this Agreement.

Bus Pick Up means the following times (AEST) and locations:

- a) 06:50 – 07:00 at Fantastic Furniture – 502 Hope Island Road, Helensvale QLD 4212;
- b) 07:20 – 07:30 at Rotary Broadwater Chapel – 95 Marine Parade, Southport QLD 4215;
- c) 07:50 – 08:00 at Queensland Korean War Memorial, Cascade Gardens – 2690 Gold Coast Highway, Broadbeach QLD 4218; and
- d) 08:15 – 8:25 at Rotary Park Car Park – The Esplanade, Burleigh Heads QLD 4220 (off Third Ave).

Bus Drop Off means the following times (AEST) and locations:

- a) 16:50 – 17:00 at Fantastic Furniture – 502 Hope Island Road, Helensvale QLD 4212;
- b) 17:30 – 17:40 at Rotary Broadwater Chapel – 95 Marine Parade, Southport QLD 4215;
- c) 18:10 – 18:20 at Queensland Korean War Memorial, Cascade Gardens – 2690 Gold Coast Highway, Broadbeach QLD 4218; and
- d) 18:40 – 18:50 at Rotary Park Car Park – The Esplanade, Burleigh Heads QLD 4220 (off Third Ave).

Client means the client noted in the above Agreement.

Consumer Guarantee means a guarantee applicable to the supply of goods or services which is incorporated into this agreement pursuant to division 1 part 3-2 of the Australian Consumer Law.

Dog(s) means the Dog(s) listed in the above Agreement.

HQ means the Master of Puppies HQ located at 118-126 Versdale Scrub Road, Gleneagle QLD 4285.

Materials means a dog collar and name tag supplied by the Client.

Parties is a reference to both Us and You.

Personnel means trainer, director or employee employed by the Provider.

Premises means Master of Puppies HQ located at 118-126 Versdale Scrub Road, Gleneagle QLD 4285.

Provider means Master of Puppies Pty Ltd ABN 18 650 282 821.

Selection Form means the doggy daycare deployments selection form contained in the below link:

<https://www.masterofpuppies.com.au/doggy-daycare-deployments-selection-form/>

Services means the Bus Pick Up (operating between 06:50 to 08:25 AEST) and Bus Drop Off (operating between 16:50 to 18:50 AEST) services, the doggy daycare service operating from 07:00 to 18:00 AEST on business days and the boarding service for overnight stays including weekends. The precise Services We will be providing to You are stated in the Agreement and as We agree from time to time.

We, Us or Our is a reference to Master of Puppies Pty Ltd ABN 18 650 282 821.

You or Your is a reference to the person to whom We are providing Our Services and who is required to pay for the Services We provide.

2 Entering into a legally binding agreement

- (a) A agreement between You and Us will come into being in one of two ways:
 - (i) when You submit the Selection Form online, We and You will enter into a legally binding agreement on the date You submit; or
 - (ii) where You and We agree orally that We should provide the Services, then there will be a legally binding agreement on the date of our oral agreement.
- (b) We suggest that before You sign the agreement or orally agree to Us providing Services that You read through these terms and conditions. If You have any questions concerning them please ask Us.
- (c) You should keep a copy of these terms and conditions for Your records.

3 Providing the Services

- (a) Once We and You have entered into a legally binding agreement, We will normally start providing the Services to You straight away or on a date agreed between Us without further discussion with You. Occasionally the Services will be provided at some other date or time or be dependent on a number of factors.
- (b) Our aim is to always provide You with the Services:
 - (i) using reasonable care and skill;
 - (ii) in compliance with commonly accepted practices and standards in the supply of doggy daycare and boarding services; and
 - (iii) in compliance with Queensland's laws and regulations in force at the time We carry out the Services.

4 Days and times when We normally provide the Services and performance of Services away from the Premises

- (a) Unless We agree otherwise, We will provide the Services on normal working days and start the pickup services no earlier than 6:50am and finish the drop-off service no later than 6:45pm. A normal working day for Us means Mondays to Fridays, excluding any bank or other national holidays.

- (b) The performance of some of the Services may take place away from the Premises. For example, as We offer pickup and drop-off services for your dogs, We will be able only to carry out such pickup and drop-off services from an agreed location between Us and You must be present when doing so.
- (c) We may, at Our complete discretion, close for weekends, public holidays or any such period We elect. However, We will provide advance notice where possible unless in an emergency outside of our control.

5 Materials

At the time We perform the Services You must provide a fitted collar along with a name tag noting the name of your dog and Your contact details.

6 Emergency Care

In the event of an emergency, or if Your Dog(s) are in an accident or fall ill, You authorize Us to contact our nominated Veterinarians reflected below. Should Our Veterinarian be unavailable or should We deem it necessary to take the Dog(s) to the nearest emergency facility for immediate treatment, We will do so at our complete discretion for treatment and care recommended by the veterinarian on duty at that time. You confirm that should your Dog(s) require medical attention while in Our care, You irrevocably authorize Us to extend treatment and You agree to bear all costs of payment of the veterinary services(s) rendered to Your Dog(s). You indemnify Us against all costs, loss, damages, claims, injury, accident or death under this clause.

<u>Veterinarian</u>	<u>Contact Number</u>	<u>Business Address</u>	<u>Email Address</u>
Vetinary Specialists Services Underwood	(07) 3841 7011	1-15 Lexington Rd, Underwood QLD 4119	vss@vss.net.au
Hoof and Paws	(07) 5541 2129	16 Albert At Beaudesert QLD 4285	

7 Timing

7.1 Our responsibility to perform the Services by particular dates

We aim to carry out the Services by the dates and times We either agree with You or notify to You. But We cannot guarantee or provide a firm commitment that:

- (a) We will start performing the Services by a specified date or time;
- (b) We will complete the performance of all the Services by any specified date or time; or
- (c) the performance of any individual part of the Services will be completed by a specified date or time.

7.2 What can happen if We cannot start performing the Services

- (a) If We do not start performing the Services within a reasonable period from the date or dates We have agreed or notified then You may either choose either to continue to wait until We can start performing the Services or complete performing them or You can terminate the agreement.

- (b) Where We have started performing the Services and You decide You wish to terminate the agreement You will only have to pay for any Services We have performed up to the date of termination. If You have made payments to Us in excess of the amount of Services We have performed, We will return the difference to You within fourteen (14) days of the termination.

7.3 Situations or events outside Our reasonable control

- (a) In addition, there are certain situations or events which occur which are not within Our reasonable control (some examples are given in the next numbered paragraph). Where one of these occurs, We will normally attempt to recommence performing the Services as soon as the situation which has stopped Us performing the Services has been resolved. In such circumstances there may be a delay (sometimes a substantial delay) or additional costs before We can start or continue performing the Services.
- (b) The following are examples of events or situations which are not within Our reasonable control:
 - (i) where You make a change in the Services You wish Us to perform (which We may or may not be able to accommodate);
 - (ii) where We are unable to gain access to the Premises or a nominated location as agreed for reasons outside of Our control to carry out the Services at the times and dates We have agreed with You;
 - (iii) where You and Your dog are not present at the Bus Pick Up or Bus Drop Off location as agreed in order for Us to perform the Services (to which additional charges may apply); or
 - (iv) for other some unforeseen or unavoidable event or situation which is beyond Our control.
- (c) The following are examples of events or situations which are not within Our reasonable control:
 - (i) continuing to wait until We are able to recommence performing the Services; or
 - (ii) allowing You to terminate the agreement. If You choose this option then You will only have to pay for any Services We have performed up to the date of termination. If You have made payment to Us in excess of the amount of Services We have performed, We will return the difference to You within fourteen (14) days of cancellation.

8 Price, estimates and payment

8.1 Our charges based on time spent

We normally charge for Our Services as set out in Schedule 2.

8.2 When payment is required

Payment for Our Services must be made prior to provision of the Services. There may be situations where events within Your control result in additional costs being charged by Us to You, to which such amounts must be paid within 7 days from the date we request such a payment.

8.3 GST

All amounts stated (whether orally or in writing) are inclusive of GST.

8.4 If You do not pay when required to

If You fail to make payment by the date or time We and You agree We may:

- (a) charge You interest at 10% on any outstanding amounts if those outstanding amounts remain unpaid for more than 14 days from the date of Our invoice or when We asked You first to pay them; or
- (b) We may suspend performing the remaining Services until You make payment, or both.

8.5 Where You seek not to pay amounts due to Us

You will not refuse to pay any amount owing to Us.

9 Assumption of Risks and Liability

You warrant, acknowledge and understand:

- (a) You are the legal and registered owner of the Dog(s);
- (b) That all bookings must be made and confirmed by Us in advance with payment to be made prior to provision of Services by Us;
- (c) If any information provided in the Selection Form is misleading or incorrect, You agree to indemnify Us against any claims, damages, loss, injuries, accident and death;
- (d) That on the first day We provide the Services to You and Your Dog(s), Your Dog(s) will be assessed on their first day of daycare at an additional cost of \$50 per dog on top of the standard fees and rates noted in Schedule 2. Should it be found, at Our complete discretion, that Your Dog(s) are not suitable, we reserve the right to refuse Our Services, to which you confirm You will not object or make any claim against Us;
- (e) You must be present during Bus Pick Up or Bus Drop Off times and you acknowledge We are not required to wait for You to arrive;
- (f) That in admitting the Dog(s) for Services with Us, We have relied on Your representations that each of the Dog(s) are in good health and have not been exposed to any communicable diseases within the last 30 days;
- (g) Your Dog(s) have not injured, shown aggression or threatening behavior toward any person, dog or other animal;
- (h) That if Your Dog(s) displays signs of aggression to another dog, animal or person, You irrevocably authorize Us to isolate the Dog(s);
- (i) That if Your Dog(s) are in heat, they are not to attend our Doggy Daycare and Boarding until their cycle has finished, and We reserve the right to deny access to any Dog(s) that is showing any antisocial behaviors due to being intact;

- (j) Your Dog(s) have been registered with your local council, micro-chipped and current on all vaccinations and that You must provide a copy of the registration with your local council and proof of all vaccinations;
- (k) Neither We or Our Associates will be liable financially or otherwise for injuries or damage (including contraction of diseases) to Your Dog(s) or any property, when your Dog(s) are participating in Services or transportation provided by the Provider. You hereby indemnify and release Us and Our Associates of liability of any kind arising from You and Your Dog(s) participation in any and all services provided by or on behalf of Us;
- (l) That in engaging the Services provided by Us, You agree to assume all risk and will release and indemnify Us against any claims, damages, loss, injuries, accident and death;
- (m) That any problems with Your Dog(s), whether behavioral, medical or otherwise will be treated as deemed in the best interest of the Dog(s) at the Provider's and their agents, employees or contractors, complete discretion. You assume the full financial responsibility and all liability for any and all expenses involved with the behavior and health of Your Dog(s);
- (n) There are risks associated with an off lease, cage free socialization environment for dogs and You agree to accept all risks and indemnify Us as reflected in this Agreement;
- (o) The socialization and play will be monitored, however it remains possible that during the course of normal socialization or play, Your Dog(s) may receive nicks, scrapes, scratches, punctures, cuts and other injuries. Any discovered injuries to Your Dog(s) will be pointed out to You by Us upon pickup/drop-off and You will not hold Us or our Associates liable in any way and indemnify Us as reflected in this Agreement;
- (p) That You are solely responsible, financially or otherwise for any harm caused by your Dog(s), including bites or injuries to other dogs, employees, visitors, or guests and for any damage caused by Your Dog(s) while attending daycare or participating in Services provided by Us and indemnify Us against any claims, damages, loss, injuries, accident and death caused by your Dog(s);
- (q) That You grant permission for Us to take photographs and videos of your Dog(s) during provisions of the Services to You and Your Dog(s) and to use such images and videos for publication or promotion at no cost to Us;
- (r) That You agree to abide by all of Our policies and procedures, including the walk-in, Bus Pick Up and Bus Drop Off policies. Please see Schedule 3;
- (s) Unless paid for in advance, Services must be paid for at the time the Dog(s) are dropped-off at the Premises or during Our Bus Pick Up and Bus Drop Off services;
- (t) If You are not present with your Dog(s) at the Bus Pick Up meeting place as agreed between Us for the purposes of the Bus Pick Up, You will not be eligible for a refund;
- (u) If You are not present at the Bus Drop Off meeting place as agreed between Us for the purposes of the Bus Drop Off, You may pick up your Dog(s) at the next pre-arranged stops, however, if Your Dog(s) are not picked up by the last stop, You will need to pick-up your Dog(s) at the Premises at your cost and subject to any late fees;
- (v) Should You fail to pick-up Your Dog(s) at the Premises and they remain with Us overnight, You must either arrange to pick-up Your Dog(s) from the Premises the following morning or

contact us to arrange for Your Dog(s) to be dropped off at a scheduled stop (only offered on business days);

- (w) That an additional fee of \$1.00 per minute will be imposed per Dog(s) which remains in Our care until 18:30 AEST when You were to pick-up Your Dog(s) at the Premises and for the Dog(s) that are brought back from the Bus Drop Off services, \$1.00 per minute will be imposed from 18:50 AEST to 20:00 AEST;
- (x) That You will be charged \$100 for each night per dog if Your Dog(s) remain with Us at the Premises after 18:30 AEST if You fail to pick-up your Dog(s) and You will be charged \$100 after 20:00 AEST per dog if You fail to meet Us at the approved Bus Drop Off locations;
- (y) That Your Dog(s) can only be dropped-off at the Premises on a business day from 07:00 AEST onwards and picked up between 16:00 to 18:00 AEST;
- (z) That early drop-off before 07:00 AEST and early pick-up before 16:00 AEST at the Premises is not permitted unless agreed and arranged at least 1 business day in advance;
- (aa) That if You continuously fail to pick up Your Dog(s) on the same occasion, the full rate of \$100 for Doggy daycare services and \$100 per night to board will be charged per Dog(s); and
- (bb) That We reserve the right to deny Your Dog(s) Our Services until the Dog(s) have been trained to our complete satisfaction, which is to be determined at Our complete discretion.

10 Exclusion and limitation of liability

- (a) We will only be liable for any loss or damage suffered by You which is a reasonably foreseeable consequence of a breach by Us of this agreement.
- (b) If any loss or damage suffered by You relates to Your business activities (such as whether your Dog(s) performs in shows or breeds puppies for profit), then We exclude all liability for any loss and in particular We exclude all liability for loss of profits or other economic loss arising out of a breach of this agreement. You confirm you release and indemnify Us for all loss or damage suffered by You.
- (c) Our liability for failure to comply with a Consumer Guarantee is limited to Services supplied to You, the supply of the Services again or the payment of the cost to You for having the Services supplied again.

11 Communicating with Us

- (a) If You wish to send Us any notice or letter then it needs to be sent to the address below and should be marked for the attention of Master of Puppies Pty Ltd.
- (b) If We wish to send You a letter or notice We will use the address You have given in this Agreement.

12 Termination of agreement by You

- (a) Once We and You enter into a binding agreement and You elect to terminate the agreement, You must provide at least 30 days' notice and the date to which the Services are no longer required. No refunds will be issued if You fail to provide Us with the required notice.
- (b) You will be responsible for the cost of:

- (i) any of Our time in performing the Services up to the date and time We stop providing the Services; and
- (ii) any materials We are contractually committed to buying up to the date of termination (whether or not We need to pay for them before or after the date the agreement between Us and You is terminated). Any materials We have purchased (but not used in performing the Services) will be delivered to You.

13 Termination of the agreement by Us

We reserve the right to terminate this agreement at any time at our sole discretion. You agree to promptly pay all outstanding balances due up to and including the date of termination.

14 Amendments to the agreement terms and conditions

- (a) We will have the right to amend the terms and conditions of this agreement where:
 - (i) We need to do so in order to comply with changes in the law or for regulatory reasons; or
 - (ii) We need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the agreement), as long such correction is minor and does not materially affect the agreement.
- (b) Where We are making any amendment We will give You 2 business days' prior notice (unless the agreement is terminated before that period).

15 Law and jurisdiction

- (a) This agreement takes effect, is governed by, and is construed in accordance with the laws from time to time in force in the State of Queensland, Australia.
- (b) The Parties submit to the non-exclusive jurisdiction of the courts of Queensland, Australia.

SCHEDULE 2 - FEES AND RATES

Standard Fees and Rates*

1. Doggy daycare - \$100 or \$90 (where applicable as noted in items 2 & 3 below) plus \$50 inclusive of GST per Dog(s) to assess them on their first day of daycare.
2. Doggy daycare - \$100 inclusive of GST per visit if 2 or less per week;
3. Doggy daycare - \$90 inclusive of GST per visit if 3 or more visits per week;
4. Weekday doggy daycare and overnight boarding - \$130 per occasion; and
5. Weekend (Saturday and Sunday), public holiday or if doggy daycare is closed at the Provider's complete discretion - \$80 per occasion.

*Please note the above fees are subject to the below Late Fees and Rates listed.

Late Fees and Rates

HQ Pick-Up

1. If past 18:00 AEST, there will be a charge of \$1.00 per minute until 18:30 AEST and after 18:30 AEST, there will be an overnight fee of \$100 per Dog(s).

Bus Drop-Off

1. If the Client is not present at the agreed location for Bus Drop Off and fail to meet at the remaining stops, then from 18:50 AEST, there will be a charge of \$1.00 per minute until the Dog(s) are returned to HQ by 20:00 AEST whereby an overnight fee of \$100 will be charged per Dog(s) thereafter.

SCHEDULE 3 – PREMISE PICK-UP AND DROP-OFF POLICIES AND BUS PICK-UP AND DROP-OFF POLICIES

1. HQ DROP OFF

- a.** The Client must have pre-booked and paid prior to drop off.
- b.** The Client must drop off Dog(s) at HQ to a Master Of Puppies Personnel.
- c.** If an approved person is not present at the time of handover, the client is not allowed to leave dog(s) unattended.
- d.** Pick up must be by the Client or an approved person previously recorded by the Client as per Item D noted in Operative Provisions.

2. BUS PICK UP/DROP OFF

- a.** All bookings must be pre-booked and paid for prior to pick-up.
- b.** Pick up must be by the Client or an approved person (ID must be available to review) previously recorded by the Client as per Item D noted in Operative Provisions.

SCHEDULE 4 – ONLINE SELECTION FORM