

# Terms & Conditions



## Daycare:

Thank you for engaging Ka-Pooch! (**us** or **we**) to care for your dog.

This document sets out the terms and conditions (**Terms**) on which you engage us to care for your dog or dogs (separately and together, **dog**), as well as the particular details of the services we will provide.

We will provide daycare services (**Services**) for your dog, and you will pay us the fees (**Fees**) for the Services [as set out in our current rate card].

By signing these Terms, you agree to engage us to perform the Services described in these Terms on the terms and conditions outlined below.

The Services

We will provide the Services with due skill and care and in accordance with any reasonable instructions provided by you, PROVIDED THAT:

1. You agree to notify us in writing of any circumstances that may be relevant to us providing the Services, including (but not limited to) any condition, injury or illness affecting your dog, and/or any special dietary needs.

2. We will not be responsible or liable for the provision of any medical treatment or special food to your dog unless you have provided us with written instructions and procedures and/or special food.

3. You warrant to us that your dog:

- a) is sound and not dangerous; and
- b) has not had contracted any contagious diseases within the last six months.

4. While your dog is in our care, you authorise us to:

- a) use any such corrective and/or disciplinary behaviours on your dog as we reasonably believe is necessary; and
- b) after making every attempt to first contact you, seek the attention of a veterinary surgeon and/or administer such

emergency medical treatment (**Emergency Medical Treatment**) for your dog as we reasonably believe is necessary if we reasonably believe that your dog requires Emergency Medical Treatment.

5. If we are required to seek Emergency Medical Treatment for your dog, then you agree to reimburse us any verifiable costs we incur in obtaining such treatment.

6. We have the right to refuse or discontinue providing the Services for any reason (at any time) , including but not limited to circumstances in which we reasonably believe that care for your dog might pose a risk of serious injury to us or our staff. We will refund you any Fees paid in respect of any discontinued Services.

7. If you require on-going daycare for your dog, we may:

- a) Require your dog to pass a "temperament testing day" (**Testing Day**); and
- b) refuse to provide the Services until your dog passes the Testing Day.

8. You will ensure that your dog always enters and leaves our premises on a serviceable lead and collar.

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## Fees and Opening Hours

8. We will notify you of our opening hours, and will provide you with reasonable notice of any changes to the Fees or our opening hours.

9. Opening hours are currently Mon-Friday 7:30am – 6:30 pm

10. You agree to collect your dog before we close each day. If you do not pick up your dog before our closing time, we will charge \$10 for every 5 minutes over time, up to twenty minutes after close. After that your dog will be taken home by one of our staff member and an extra \$100 will be payable.

## Your liability

11. We will take all reasonable precautions for the care and safety of your dog while it is in our care, but you shall remain liable for any accident, illness or incident of any description involving your dog unless such accident, illness or incident was caused by our negligence.

12. You will be liable for any costs, expenses, loss or damage incurred by us or any third party which may arise in respect of us providing the Services or otherwise in connection with us caring for your dog, including but not limited to:

12.1 any emergency or medical costs that are incurred, including charges payable to a veterinary surgeon or the application of a course of medication; and

12.2 any costs arising from damage to any thing or person (including third parties) that is caused by your dog, to the extent that such cost, expense, loss or damage was not caused by our negligence.

## Our liability

13. You acknowledge and agree that you will not have any claim against us for or on account of or in respect of any loss or damage which you may suffer by injury to your dog caused by or arising from any incident that occurs during the provision of the Services.

14. To the extent permitted by law, our total liability to you under or in relation to these Terms arising from the provision of the Services is limited to the amount of Fees paid or payable by you, (which shall be full and final satisfaction of any loss suffered by you).

I have read and understood the above terms and conditions

Dog Name \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_