



Paradise Pet Retreat

TERMS & CONDITIONS OF BOARD

1. Offer and Acceptance

- 1.1 Cornerstone House and Land Development Pty Ltd trading as Paradise Pet Retreat ("PPR") owns and operates a kennel and cattery and provides services of short term accommodation and care of dogs, cats and other animals ("Services").
- 1.2 Any person who owns an animal and who wishes to use the Services of PPR ("the Owner") must complete a Client Card and warrants that all information on the Client Card is true and correct.
- 1.3 The submission of the Client Card and the request by the Owner for PPR to provide the Services is regarded as an offer and in submitting that offer the Owner:
 - (a) Declares he, she or they have read these terms and agrees to be bound by them;
 - (b) Acknowledges they intend to enter into a legally binding agreement with PPR; and
 - (c) Warrant that they can enter into a legally binding contract under any applicable law.
- 1.4 The acceptance of an offer by PPR or its representative is on the basis that these terms apply and these terms form the terms and conditions of the contract between PPR and an Owner. Any terms or conditions put forward by an Owner will not be binding on PPR.
- 1.5 These terms are binding on the Owners of the animal and if there are more than one, jointly and severally.
- 1.6 PPR may accept or reject an offer at its sole discretion and without providing any reason therefor.
- 1.7 If PPR accepts an offer from the Owner, it may do so in writing and may impose such conditions of acceptance as it considers appropriate, acting reasonably. This includes requiring an animal to undertake certain types of treatment or have certain vaccinations before boarding with PPR.

2. The Owner's Warranties

- 2.1 At the date of this Contract the Owner acknowledges, warrants and agrees with the following ("Owner's Warranties"):
 - (a) The Owner is the Owner of the animal or a person who is legally entitled to enter into this Contract and who has full authority to deal with the animal;
 - (b) if the animal is a dog, that it has, at least 14 days prior to the date the dog enters the care of PPR, received a vaccination of Distemper, Hepatitis, Parvovirus, Parainfluenza and Bordetella ("C5 Vaccination");
 - (c) If the animal is a puppy, that it has, at least 14 days prior to the date the puppy enters the care of PPR, received all three standard puppy vaccinations and is vaccinated for Canine Parvovirus, Canine Hepatitis, Canine Distemper, Parainfluenza and Bordetella ("C5" Vaccination);
 - (d) If the animal is a cat, that it has, at least 14 days prior to the date the cat enters the care of PPR, received a vaccination for Feline Enteritis, Feline Herpes and Feline Calicivirus ("F3");
 - (e) If the animal is a kitten, that it has, at least 14 days prior to the date the kitten enters the care of PPR, received all standard kitten vaccinations for F3;
 - (f) If the animal is a dog or puppy, that it is not:
 - (i) a Restricted Dog pursuant to the *Customs Act 1901* (Cth), being purely or partly of the breed Dogo Argentino, Fila Brasileiro, Japanese Tosa, American Pit Bull Terrier or Pit Bull Terrier, Perro de Presa Canario or Presa Canario;
 - (ii) a declared Dangerous Dog pursuant to the *Animal Management (Cats and Dogs) Act 2008* (Qld);
 - (iii) a declared Menacing Dog pursuant to the *Animal Management (Cats and Dogs) Act 2008* (Qld);
 - (iv) an animal with a history of attacking people or other animals; or
 - (v) an animal with other known behavioural problems.
 - (g) That the animal is lawfully registered with the Owner's local government;
 - (h) That the animal is wormed;
 - (i) That the animal does not have fleas or ticks;
 - (j) That the animal is clean;

- (k) That PPR have recommended each animal be inspected by a qualified veterinarian surgery and that each animal receive treatment for fleas and ticks;
- (l) If fleas, ticks or other infestation is present PPR may treat, at the Owners expense, the animal with Bravecto or Nexguard or such other treatment as a veterinary surgeon may advise, and PPR are not liable as a consequence of such treatment if the animal dies, becomes sick or ill, contracts any disease or otherwise suffers any ailment either due to the treatment or lack of treatment. Nothing in this clause obliges PPR to treat the animal and the Owner acknowledges and agrees that it will have no claim whatsoever if treatment is not provided to the animal for the treatment of fleas, ticks or other infestations.

- 2.2 If any of the Owner's Warranties are breached then the Owner agrees to indemnify and keep indemnified PPR for any loss, damage, cost or claim resulting from or in any way arising from or connected with a breach of the Owner's Warranties.
- 2.3 The Owner agrees not to make any derogatory or defamatory comment on any social media platform with regard to PPR or the Services and acknowledges and agrees that if the Owner does have any concerns regarding the Services he, she or they are to address those concerns direct with PPR.

3. PPR Warranties

- 3.1 PPR warrants that suitable care and accommodation will be supplied to an animal but does not warrant:
 - (a) That a particular room or area will be used for the duration of the animal's stay; or
 - (b) That the animal's coat will be kept free of matting, knotting or smell.
- 3.2 To the maximum extent permitted by law PPR gives no warranty or undertaking and makes no representation to an Owner about the suitability of, or fitness for use of, PPR for a particular animal or breed or type of animal, other than those warranties, undertakings and representations expressly set out in these terms or which cannot be excluded by law.

4. Bookings and Deposits

- 4.1 The Owner agrees to pay a deposit representing 50% of the total Fees upon making a booking.
- 4.2 A deposit is non-refundable and not transferrable.
- 4.3 Upon payment of a deposit an Owner is deemed to have agreed to these terms, even if an Owner has not completed the Client Card or has not received written acceptance of the offer from PPR.
- 4.4 For a booking to be confirmed, the Owner must pay the deposit and provide PPR with a vaccination certificate for the animal demonstrating the currency of vaccinations.

5. Fees and Payment

- 5.1 Fees payable by the Owner to PPR for the Services are calculated on a daily basis by reference to the PPR Fee Scale ("the Fees").
- 5.2 The full amount of the Fees (less the deposit paid) must be paid when the animal is delivered to PPR.
- 5.3 A day is taken to start at 7.30am AEST and finishes 7.30am AEST the following morning, regardless of time of arrival.
- 5.4 If a booking is made for a fixed number of days then PPR does not guarantee it will be able to extend the number of days if requested at a later time.
- 5.5 If an animal is not collected at the end of a booking then Fees will continue to accumulate on a daily basis and must be paid to PPR prior to collection of the animal.
- 5.6 If the Owner collects the animal prior to the original check out date, no credit or refund is given to the Owner.
- 5.7 The Owner irrevocably authorises PPR to debit any Fees as they accrue from any security or credit card the Owner has provided. All Eftpos transactions will incur a 1% surcharge in addition to the Fees.
- 5.8 The Owner agrees to pay or reimburse to PPR all costs and expenses including veterinary expenses relating to the treatment of an animal.

6. Refunds and Cancellations

- 6.1 At least 48 hours written notice of cancellation must be given by the Owner to PPR to cancel a booking.
- 6.2 If the Owner fails to give at least 48 hours written notice of cancellation, the Owner agrees to pay the full balance of the fees to PPR for the entirety of the booking period.
- 6.3 In the event of cancellation of a booking, an administration fee will be payable by the Owner to PPR for the greater of the following:
 - (a) \$55.00 inclusive of GST; or
 - (b) ten percent (10%) of the refunded Fees sought.

- 6.4 Any Owner seeking a refund of pre-paid or paid Fees must complete a Refund Form and submit it to PPR.
- 6.5 The decision as to whether a refund will be made will be at the sole discretion of PPR.
- 6.6 No refund of pre-paid Fees will be made for bookings for periods of time wholly or partly during School Holidays or Public Holidays whether or not Public or Private School Holidays in Toowoomba, Queensland.

7. Abandonment of Animal

- 7.1 If the Owner:
 - (a) does not collect the Owner's animal at the end of a booking; and
 - (b) makes no arrangement or payment for the Services being extended; thenthe Owner irrevocably authorises PPR to re-home, sell, give away or euthanize the Owner's animal after a period of fourteen (14) days from the end of the contracted booking period.

8. General Conditions

- 8.1 The Owner irrevocably authorises PPR to consult with and obtain treatment (including medication and medical procedures) from a veterinary surgeon at the expense on behalf of an Owner if the Owner's animal:
 - (a) Is injured; or
 - (b) Displays symptoms of sickness, disease, illness or extreme distress.
- 8.2 The Owner irrevocably authorises PPR to follow any professional advice of the veterinary surgeon in making health and care decisions for the Owner's animal.
- 8.3 If the veterinary surgeon gives a recommendation for euthanasia of the Owner's animal:
 - (a) PPR will make all reasonable attempts to contact the Owner or emergency contact to obtain the Owner's consent; but
 - (b) If PPR is unable to contact or obtain consent from the Owner after reasonable attempts; and
 - (c) The animal is in significant suffering to the point that, in the veterinary surgeon's opinion, is cruel or inhumane; then
 - (d) The Owner authorises PPR to order the euthanasia of the animal.
- 8.4 It is at the sole discretion of PPR to decide if an animal:
 - (a) Has worms;
 - (b) Has fleas and ticks; or
 - (c) Is clean.
- 8.5 If an animal has fleas, ticks or worms or is unclean then the Owner irrevocably authorises PPR to effect suitable treatment at the Owner's expense however PPR will not in any way be liable including for negligence, breach of contract, breach of statutory duty for any loss, damage, cost or expense including injury or death to the animal or third parties as a consequence of such treatment.
- 8.6 The Owner acknowledges that the Owner is responsible for any damage caused by the Owner's animal to any furniture, chattels, fixtures or structures.
- 8.7 The Owner authorises for photographs to be taken of his or her animal and for those photographs to be used by PPR for marketing and advertising purposes.

9. Limitation of Liability

- 9.1 PPR agrees to exercise a reasonable standard of care and animal husbandry in accommodating and caring for the animal.
- 9.2 The Owner indemnifies and agrees to keep indemnified PPR for any loss, injury, damage or death to the Owner's animal caused by:
 - (a) An attack by any animal in the care of PPR;
 - (b) An attack by a wild animal or an animal not in the care of PPR;
 - (c) An attack or infestation by a snake, tick or parasite; and
 - (d) The escape or loss of the Owner's animal.
- 9.3 The Owner indemnifies PPR for any loss, injury, damage or death caused by the Owner's animal to any PPR employee, contractor or agent, other animal (whether in the care of PPR or not), livestock, chattels and property.
- 9.4 PPR is not liable to the Owner for the loss of or any damage to any effects or chattels (such as leads, beds, collars etc.) that are given to PPR with the animal.
- 9.5 If an animal becomes ill or dies for any reason including as a consequence of disease either covered or not covered by a vaccination, then PPR is not liable as a consequence of the illness or death of the animal regardless of its cause. The Owner acknowledges that the animal may become ill or die even if the

animal is vaccinated and may also become ill or die as a consequence of illness that is not preventable by vaccination.

9.6 The Owner acknowledges and agrees that the liability of PPR is limited to the higher of the following amounts:

- (a) In the case of Services supplied or offered by PPR, the supply of the Services again, or the payment of the cost of having the Services supplied again;
- (b) In the case of goods supplied or offered by PPR, the replacement of goods or the supply of equivalent goods, the repair of such goods, the payment of the cost of replacing the goods or acquiring the equivalent goods, or the payment of the cost of having the goods repaired.

10. Force Majeure

10.1 If PPR's performance or observance of any obligations is prevented restricted or effected by reason of a Force Majeure event including any act of God, strike, lock out, industrial dispute, raw material shortage, breakdown of Plant, Transport or Equipment, flood, extreme weather condition or any other cause beyond PPR's reasonable control PPR may in its absolute discretion give prompt notice of that cause to the Owner. On delivery of that notice PPR is excused from such performance or observance to the extent of the relevant prevention restriction or effect.

10.2 PPR is not be liable to the Owner or any other party for direct or indirect or consequential loss or damage whatsoever by reason of any delay or termination of service arising from any cause whatsoever including but not limited to the negligence of PPR or any other party, strike or any other industrial action, act of God, war, fire, breakages of machinery, extreme weather condition or any cause beyond the reasonable control of PPR.

NAME OF PARADISE PET RETREAT REPRESENTATIVE:

Leah Donohoe

SIGNATURE:



DATE:

NAME OF PET OWNER/GUARDIAN:

SIGNATURE:

DATE: