

## Terms & Conditions Waiver and Release of Liability

These terms and conditions must be read and signed prior to the commencement of any of our services.

Australian Business Number: 18 510 439 328

### 1. Definitions

1.1 Pro Paws, their employees and any associates will hereby be referred to as “the carer”.

1.2 The owner of the pet(s) will be referred to as “the owner”.

### 2. Health and identification

2.1 I hereby certify that my pet(s) are up to date with their vaccinations, regularly treated with flea and tick treatments, in good health and have not been ill with any uncontrolled medical conditions.

2.2 I hereby certify that my pet(s) are registered with council, are wearing an identification collar or tag with the owners current phone number and pets name(s) and are microchipped.

### 3. Bookings and Payment

3.1 I agree that all services must be paid for in advance or by the date due on invoice. I understand that late fees may occur if payment is not made by due date on invoice and services may be suspended or cancelled.

3.2 I understand that all payments are to be made by cash or direct transfer.

3.4 If paying by direct transfer the banking details will be provided to me prior to commencing the services.

### 4. Cancellations

4.1 Any cancellations made less than 24 hours prior to the commencement of service will result in the forfeit of the full fee. Please note, dog walking and day care must be cancelled by 9am the weekday prior to the booking to ensure you meet the 24 hour period.

4.2 Cancellations can be made by phone, text message or email using the details found on the Pro Paws website ‘contact us’ page.

4.3 The carer reserves the right to refuse or cancel a booking(s) at any time for any pet(s), on any grounds. If the carer cancels a booking under these circumstances all money paid in advance by the owner will be refunded for the services/days which have not been provided.

4.4 I understand that in the case of undisclosed illness my pet/s may not be collected for services if upon collection my pet/s appear ill or injured. Full fee will be forfeited.



## **5. Temperament**

5.1 I hereby certify that my pet(s) has/have not harmed or shown aggressive or threatening behaviour towards any person or any other animal.

5.2 The carer reserves the right to at any time remove an animal from its care if he/she/they exhibit behaviours which could potentially be harmful to other animals or people.

## **6. Damages**

6.1 I agree that whilst in the care of Pro Paws or its staff and associates that I 'the owner' am solely responsible for any damage my pet(s) cause to any persons, animals or property.

6.2 I understand and accept that I will be held responsible and personally liable for all damages and repairs.

6.3 I have home and contents insurance and/or agree that the carer will not be held responsible for anything lost or damaged in my home during the service.

## **7. General**

7.1 The Client must provide a sturdy collar or harness that is either on the dog at the time of pick up or in plain sight.

7.2 The walker will apply personal judgement and cut short a walk if necessary because of extreme weather conditions (i.e. heat, thunderstorms etc.) for the safety of both the dogs and the walker.

## **8. Unforeseen Circumstances**

8.1 I agree that although the carer will exercise the utmost care and diligence when providing pet services and caring for my pet, that pets can sometimes receive minor injuries or scratches whilst playing with other animals or during walks or day care.

8.2 In the case of an unforeseen event such as more serious injury or illness of my pet, I agree to cover all costs in relation to, but not limited to, taking my pet(s) to a veterinary clinic, employing the services of a locksmith to gain access to your property in an emergency, or retrieving a pet at large.

8.3 I agree that the carer has the right to use their discretion in relation to engaging any services for my pet(s) in my absence and that I will be invoiced for such services accordingly.

8.4 I agree that the carer shall not be held liable for the loss, injury, death, or actions of my pet(s).



## 9. Privacy Statement

9.1 The carer guarantees that any information that is provided to them will be kept confidential and will not be shared, sold or exchanged with any business or individuals not associated with Pro Paws Dog Training.

9.2 We may however disclose any information about you and your per(s) to a law enforcement agency or regulatory body should we be required by law to do so.

9.3 I agree to the use of photos or videos of my pet taken by Pro Paws for marketing or promotional purposes.

## 10. Waiver and Release of Liability

The undersigned releases Pro Paws, its employees and contractors, from all liability and indemnifies Pro Paws from any and all claims arising directly and indirectly from your pet(s) participation in activities or use of service, including any legal claims and medical expenses.

I (the owner) hereby certify that and have read and understand the above terms and conditions:

Owners name: \_\_\_\_\_

Owners Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_