

CONDITIONS OF BOARDING

1. Parties

This is a contract between the proprietor of the Pampered Pooch Motel ("PPM") and the Owner mentioned in part A.

2. Owner Warranties and Acknowledgement

- (a) The Owner warrants that:-
 - (i) he / she is the owner of the dog/s mentioned in part B.
 - (ii) all information provided in Parts A and B is true and correct.
 - (iii) the person listed as the Emergency Contact in Part A has the Owner's authority to give instructions about treatment for the dog if the Owner is not contactable.
- (b) The Owner acknowledges that, in an open range or kennel environment, dogs may occasionally fight; and although immunised and treated for fleas and ticks, some dogs may carry contagious diseases (such as, but not limited to the kennel cough), without displaying symptoms of the same, which may be transmitted to other dogs.
- (c) The Owner acknowledges that, in an open range or kennel environment, dogs may occasionally lose weight.

3. Condition of Dog on Arrival

- (a) All dogs must have a current C5 vaccination, (vaccinations must be current to within 2 week after dog departing PPM and must be administered at least 10 days prior to arrival at PPM) a certificate of which must be produced to PPM on arrival at the latest. PPM will refuse to take any dog without production of this certificate.
- (b) All dogs must be treated for fleas and ticks with either of Frontline, Advantage or Revolution within 1 week prior to arrival. Any dogs not treated will be treated by PPM at the cost of the Owner.
- (c) PPM reserves the right to refuse any dog/s without reason.

4. Veterinary Treatment

If, in the opinion of PPM, or its servants or agents, a dog requires any veterinary treatment whatsoever, while under the care of PPM, then the following provisions shall apply:

- (a) Except in the case of an emergency where time and circumstances do not permit, PPM will attempt to contact the Owner or the Owner's Emergency Contact. If neither the Owner nor the Owner's Emergency Contact can be contacted or, if one or more of them is contacted but is unwilling to make a decision in respect of the treatment of the dog/s within a reasonable time, then PPM may make such decision as it sees fit in respect of veterinary treatment and PPM will not be liable for any loss suffered as a result of any such decision.
- (b) If reasonably practicable, and if the Usual Vet mentioned in Part B ("the Usual Vet"), agrees to render his or her account direct to the Owner, then PPM will engage the services of the Usual Vet and in doing so, will be acting as the Owner's agent.
- (c) If the Usual Vet is unavailable or unwilling to invoice the Owner directly or, in PPM's absolute discretion, it is impracticable to take the dog to the Usual Vet, then PPM may engage a veterinarian of its choice to treat the dog.
- (d) The Owner will, on demand, reimburse PPM for all veterinary, pharmaceutical and out of pocket costs whatsoever, incurred by PPM in respect of the dog.
- (e) The Owner will, on demand, pay PPM for transport of the dog, to and from a veterinarian, at the same rate charged by PPM from time to time, for pick up and delivery of dog/s.
- (f) PPM will make reasonable attempts to contact the Owner or the Owner's Emergency Contact to obtain instructions concerning the treatment of the dog.

5. Payment of Fees

Unless otherwise agreed by the Parties, all fees are payable in advance, on or before the dog's arrival at PPM, and the following provisions shall apply:

- (a) Boarding rates are charged on a full calendar day basis irrespective of the time of admission or departure.
- (b) The dog/s shall not leave PPM until all fees, disbursements and out of pocket expenses incurred by PPM (including boarding fees, veterinary expenses, special services required by the owner, transport costs and any other charges incurred) have been paid or reimbursed by the Owner in full.
- (c) Any costs incurred by PPM in recovering or attempting to recover any outstanding monies including but not limited to debt collection agency fees, solicitor fees and court costs shall be paid by the Owner.
- (d) PPM may exercise a lien on the dog/s until the owner has paid all unpaid charges pursuant to the Contract.
- (e) The Owner will pay PPM interest on all outstanding accounts at a rate of 8% per annum calculated from the date of PPM's invoice.
- (f) Time booked for a dog shall be paid for by the Owner whether utilised or not.

6. Failure to Collect Dog

If the dog/s is not collected within 14 days of the Departure Date in Part C, and the Owner fails to make arrangements satisfactory to PPM for an extension of the dog/s stay, then PPM may, as the Owner's agent, sell the dog/s, or dispose of the dog/s as PPM sees fit, and apply the proceeds of the sale in reduction of its fees and disbursements.

7. Release and Indemnity

- (a) The Owner releases PPM, its employees, agents and servants from all liability in respect of the death of, injury to, illness of or loss of the dog and any consequential losses flowing there from and indemnifies PPM, its servants and agents and will keep them indemnified against any claim in relation to any such death, injury, illness, loss of or consequential losses there from.
- (b) The Owner will indemnify PPM, its servants or agents and keep them indemnified against all claims by any third party arising from the dog's behaviour while in PPM's custody or control.