

## Conditions of Boarding Animals – Dogs Country Club & Kennel Resort

***This agreement is in accordance with the requirements of the Domestic Animals Act 1994(current edition) and the Code of Practice for the operation of Boarding Establishments.***

1. **All animals are to be fully vaccinated.** Current vaccinations must be shown on admission – C5 for Dogs. A surcharge will apply if we are required to contact your Vet for verification.
2. **Un-desexed Dogs will be taken at the discretion of Dogs Country Club (DCC) and owner must specify their dog is un-desexed on booking.** No un-desexed female Dog/s will be boarded during Peak periods.
3. DCC reserves **the right to refuse entry** of any animal.
4. **Boarding rates are charged per calendar day.** This includes the day of arrival, day of departure and all days in between no matter what time the dog arrives or departs. The owner agrees to pay the rate for boarding in effect on the date the animal is checked into DCC. Arrivals and departures are during prescribed hours only. No out of hours arrivals and departures are available. Any outstanding accounts will be paid by the owner prior to the dog/s leaving DCC.
5. The owner acknowledges that **24hr notice (during office hours) is to be given if picking up their animal early** to ensure that departure bath and departure procedures can be completed. DCC takes no responsibility should the bath or departure procedures not be completed due to lack of notice.
6. **All rates are based on shared accommodation and all fees are subject to change without notice.**
7. A **non-refundable booking deposit** is payable at the time of booking for each animal for Easter / Christmas / New Year Peak Periods in our PREMIUM Accommodations and all year round for reservations in the Luxury Penthouse Accommodations. The non-refundable amount during **OFF PEAK PERIODS** will be \$100 per dog for the Luxury Paws Penthouse Accommodation and during the **PEAK EASTER / CHRISTMAS / NEW YEAR PERIODS** will be \$200 per dog in the Premium Accommodation & \$400 per dog in the Luxury Paws Penthouse. Any refund is given at the discretion of DCC Management. **Should a refund be given then a \$50 administration fee will apply per booking.** The full period booked will be charged during the Easter, Christmas and New Year Peak Periods even if the animal is picked up early so please book your dates carefully.
8. **Outstanding accounts for animal/s being delivered home** will be processed by credit card once departure is confirmed with the owner. Payment by cheque is by prior arrangement only with DCC Management. The owner agrees to provide valid drivers license number and state issued information on arrival.
9. **Elderly Guests owners must complete a Seniors Aged Care form and understand that additional charges may apply** should their dog require higher level, constant or palliative care whilst staying at DCC.
10. **Grooming** - It is recommended that you have your dog groomed before arriving at DCC. **Guests arriving with their coat in poor condition (matting & excessive knotting) will be required to have their dog groomed when arriving at DCC.** On arrival your dogs condition will be assessed and an approximate cost will be provided for a groomer to bring your dogs coat to a suitable state for the kennel environment. While DCC provides a bath on departure this is not a clip, strip groom, trim, color or perm and as such dogs with long coats may also require the additional service of regular brushing or a full groom before departing. Please speak with our office team to ensure that your dogs grooming is attended to while they are in our care. Our intention is to ensure no dog leaves their holiday from DCC in a smelly or unacceptable condition however dogs with long and/or thick coats do require regular maintenance which is outside the boarding fees.
11. **Updates & Photos – a reasonable number of updates** can be provided over the phone, SMS, via email or through Facebook while your dog is in our care at no extra charge. **Photos of dogs are only supplied on request either on check in, K9 Kab collection or when requesting an update. Once requested a single photo will be provided per holiday stay at a time during the stay that fits in with our guests holiday program.** Any additional photos will be at a cost of \$20 per image and must be clearly requested with an acknowledgement of the charges applicable. While DCC will make all efforts to ensure the photos are to a quality standard, we are not professional photographers and photographing moving targets is a challenge. There will be no refunds if the photo images are not to your satisfaction.
12. **Long Term Boarders** - will pay monthly payments which shall be processed by credit card on the 1st of the month for the month in advance. If the animal departs before the end of the month, any remaining credit will be refunded to the credit card charged. Any changes for long term bookings should be notified immediately.
13. Under no circumstances will DCC, or any of its employees or agents, **be held responsible for any items lost, destroyed or left behind** on these premises such as toys, bedding, collars, leads, coats, food, medication etc
14. **K9 Kab Collection and Delivery Transport Service – all K9 Kab transports will require a person (owner, relative, friend or neighbour) to be present when the dog/s are collected and returned.** This person will then be responsible for the dogs care until the owner returns which includes but is not limited to food, water, shelter and medical attention if required. No dog/s will be returned without confirmation from the person who the dog/s will be returned to. On delivery if no one is at the location (or they do not answer the door after we attempt all avenues to contact them) the dog/s will be returned to the resort and collection or delivery will be reorganised. Should the dog/s injure themselves in transport then they will be returned to DCC for medical treatment. The owner/person receiving the dog/s will be notified.

## VICTORIAN LEGAL RIGHTS & RESPONSIBILITIES

### Domestic Animals Act 1994 - Sect 64 (Part 5) – 64 thru 68

1. The owner specially represents that he or she is the sole owner of the animal, free and clear of all liens and encumbrances.
2. The owner agrees to pay all costs and charges for the special services requested, any special treatment needed and **any veterinary costs for the animal during the time the animal is in the DCC's care.** In the event of the animals illness and where the owner or their emergency contact cannot be readily contacted the veterinary surgeon's decision in relation to treatment of the animal shall be final. Owner agrees to give permission to DCC to allow personal information regarding the Owner and their animal to be given to or received from a duly licensed Veterinarian.
3. The owner agrees to be solely responsible for any and all acts or behavior of the animal while it is in DCC's care and hereby indemnifies DCC and shall keep DCC indemnified to the full extent permitted by law for any action of the animal which apart from this indemnity may have created any liability on DCC.
4. **All charges incurred by the owner pursuant to this agreement must be paid in full before the animal leaves DCC's premises.**
5. If all charges are not paid, DCC has the right to offer the animal for public sale, rehome or surrender said animal in a manner which DCC may in its sole and absolute discretion deem appropriate. If such sale/ rehoming /surrendering does not secure a price adequate to cover the charges and the cost of sale/rehoming / surrendering, the owner is liable to DCC for any shortfall. DCC may take this course of action as set out herein if not advised of a pickup date within two (2) weeks of the last advised departure date at which time the animal will be deemed to be abandoned. **Any costs incurred to recover monies owed will also be the responsibility of the owner.**
6. Under no circumstance will DCC, or its employees, **be held responsible for Canine Cough / Influenza, Paralysis Tick, GDV (Bloat), injury, illness, death, loss or damage of any kind whatsoever** that may occur to any animal while in the control of DCC.
7. **By boarding their animal and/or signing these conditions the owner acknowledges their acceptance of the Conditions of Boarding Animals and certifies to the accuracy of all information given.** The owner acknowledges that by boarding their animal and/or the signing of this contract shall create a lien over the animal in favor of DCC which lien shall continue to exist whilst monies are owing to DCC pursuant to this agreement.

Signed By Owner \_\_\_\_\_ Date \_\_\_\_\_

Owners Name \_\_\_\_\_

Owners Drivers License Number (First Visit Only) \_\_\_\_\_

State Issued \_\_\_\_\_

Operator or Employee acting for the Operator Signature \_\_\_\_\_