



The following constitutes an agreement between you _____ ("the **Client**", "**I**" or "**me**"), and Jeffrey John Hancock ABN 48 530 902 736 t/as Jeff's Pet Services ("**Services Provider**") for the provision of pet-minding services (including but not limited to dog walking and doggy day care) ("**Services**"). These Terms and Conditions become effective when you, the Client, return a signed copy of this agreement to us, or instruct us to perform the Services, after having received a copy of this document via paper, email or on our website. In the event that any one or more of the provisions of this agreement is held to be invalid, illegal, unenforceable or in conflict with the law according to the jurisdiction of the state of **Queensland**, the remaining portions will not be invalidated, and will remain in full force and effect.

I hereby acknowledge and agree to the following, as a condition of my enjoyment of the

Services. Costs, Cancellations and Refunds

1. The costs for the Services are detailed in Schedule 1.
2. I understand that the Services Provider (in its absolute discretion) may direct me to pay up front despite an earlier arrangement being in place prior to the signing of these terms.
3. I acknowledge that I am not entitled to a refund after the Services have been rendered (in whole or in part).
4. I agree that if I need to cancel a Services booking for any reason, I will notify my Services Provider as soon as possible. All cancellations must be made 12 hours prior to the scheduled Services booking, or else a cancellation fee totalling the fee of the booking will be charged to the Client. Any cancellation fees will be incurred and payable to my Services Provider as a debt immediately due and payable. The Services Provider is entitled to keep any amount of money that has been paid upfront to set off any debt due and payable by me under this agreement.
5. A refund will only be given where the Client has paid upfront and cancels the Services with reasonable notice. The Client acknowledges that the Services Provider may keep any fees entitled to it under this agreement and pay the remainder to the Client within 7 days of the cancellation.
6. The Services Provider may also cancel the Clients subscription (for any reason) by giving 24 hours' notice. However, in the event that the Services Provider is sick or has a family emergency (or similar reasons) the Services Provider may cancel the Services booking prior to the time booked and will offer the Client a full refund for that booking.

Acknowledgement of Risk and Liability

7. The Services Provider will take the upmost care in looking after the Client's pet(s) whilst in the Services Providers care. However, the Client acknowledges that there is a risk that their pet may suffer injury at a dog park/ waterfront or where there are other animals around. The Client also acknowledges that the potential risks are not limited to this list. The details contained herein are not exhaustive and there may additionally, be the potential for further risks and dangers that may not be obvious or reasonably foreseeable at this time.
8. I understand it is my responsibility to disclose all known medical ailments or physical limitations that my pet suffers (including if the pet is over 10 years of age) that may have an effect on the provision of the Services. The Client is also required to disclose any behavioural issues such as constant barking and aggression towards other animals. The Client gives consent to the Services Provider to use any deterrents or methods of managing behaviour that he feels is necessary in the circumstances.
9. If, during a Services booking my pet becomes ill, weak, nauseous, injured or experiences any medical condition in the Services' Providers care (including but not limited to injury at a dog park/ waterfront), I understand that the Services Provider will immediately contact me and inform me of what is happening. If I am not contactable, I give consent for the Services Provider to exercise his discretion in caring for my pet(s), including consent for the Services Provider to take my pet to the vet on my behalf and administer any medication as necessary. Where this occurs, I understand that I am liable to pay for any vet bills and/or

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medication required, and will reimburse the Services Provider for any out-of-pocket expenses that he incurs as a result of attending to the medical emergency or otherwise of my pet.

- 10. The Client acknowledges that the Services Provider may not be able to cover all medical expenses, and where this occurs the Services Provider will call the emergency contact nominated on the booking form to take responsibility for this payment. The Services Provider takes no responsibility for the Client's pet where the vet bill is unable to be paid for any reason, and may elect to have the pet stay at the vet or animal hospital until such time as the payments have cleared and the pet is able to be released.
- 11. The Services Provider takes no direct legal or financial responsibility for my pet's personal safety or well-being in the performance of the Services.
- 12. I am 100% liable for all medical expenses incurred as a result of any personal injury or property damage during the provision of the Services.
- 13. The Services Provider does not take any responsibility for loss or liability the Client may suffer as a result of the Services' Providers possession of their house keys.

Privacy and confidentiality

- 14. The Services Provider will keep the Client's personal and confidential information confidential and only disclose it where required, including in the case of a medical emergency regarding their pet(s), or where required at law. This does not include information that was already in the public domain or was already known to the Services Provider other than by virtue of a breach of this agreement.

Release and indemnity

- 15. I forever release and forever hold harmless the Services Provider from any and all claims and causes of action that I or my representatives now have or may have in the future for personal injury, property damage or wrongful death occurring to me or my pet(s), arising out of the performance of the Services.
- 16. To the fullest extent permitted by law, the Client hereby indemnifies, defends and holds the Services Provider, harmless against and will reimburse them for all claims, causes of actions, costs, expenses, loss, liability, damages and/or obligations to third parties arising from or relating to participation, injury or personal loss and damages caused by their actions. For the purposes of this clause "claims" shall mean and include all obligations, actual damages (and in the case of claims by third parties, any consequential, punitive or exemplary damages), and costs incurred in the defence of any claim, including legal costs on a full indemnity basis.
- 17. In no event will the Services Provider be liable to the participant for any "claim" of any kind whatsoever under this agreement and pursuant to any indemnity in favour of the Client pursuant to the agreement exceed, in the aggregate, the total sum of the fees paid by the Client to the Services Provider.

I agree that I have read and understand this document, and agree to all the provisions listed above.

Client Name
Date:

Client Signature

Witness Name
Date:

Witness Signature



SCHEDULE 1 - COSTS

All new clients are required to pay a 20% deposit upfront All prices are shown in Australian Dollars. Pricing is inclusive of GST.

The Client will not be liable to pay for travel expenses

For holiday periods (e.g. Easter and Christmas periods) the minimum booking is 1 week. Higher rates may apply.

Dogs – In my home	One or Two dogs	Three dogs
Overnight	\$65 per night	\$90 per night

The pet sitting fee of \$65 or \$90 per night includes one or two walks per day.

Home visits are only provided to the below suburbs

Wynnum

Manly

Lota

Wakerley

Gumdale

Other suburbs may be possible depending on current work load and will be quoted accordingly.

Pets - Home Visit	Once Per Day	Twice Per Day
	\$33	\$60
Add Short Dog Walk	\$20	one short dog walk - \$20 (20 mins) two short dog walks - \$35 (2 x 20 mins = 40 mins)

Dog Walking is offered from your home in the above suburbs, Other suburbs may be possible depending on current work load and will be quoted accordingly.

Your dog will be transported from your home for Waterfront visits.

Activity	One or two dogs	Three dogs
Dog Walking	\$30 (approx. 40 mins]	\$40 (approx. 40 mins)
Waterfront Visit	\$35 (approx. 50 mins)	\$55 (approx. 40 mins)