# PETS & PATS

# **TERMS OF SERVICE**

Thanks for enrolling with Pets & Pats, we're excited to have you join our doggy family! The following outlines our agreement for services.

By using Pets and Pats services you acknowledge that you agree to these terms and services

# DAYCARE MEMBERSHIP - ENROLMENT AGREEMENT

You are enrolling your dog(s) for daycare/and or lodging, this means

- For daycare your dog(s) are guaranteed their scheduled days at Pets & Pats, we are on strict numbers, so set aside bus seats, create bus routes and reserve their places
- If your dog(s) are unable to attend their scheduled days, we will carry these over for use at another time, over and above your weekly set days, subject to availability within 3 months.
- If you are enrolled at daycare at least once a week, we will guarantee a place at the farm for lodging - as we only have a few dogs per night, this is a huge benefit.
- We understand that life happens' and circumstances can change. If you should need to cancel your enrolment within the duration of this agreement we require a minimum notice period of 1 calendar billing month.

# **Payment of Fees**

Daycare fees are payable monthly, in advance on the first of the month - this is to limit the amount of administration time so we can keep our prices as low as possible. Invoices are generated and sent out on the 20<sup>th</sup> of the month prior for payment on the first of the month. Clients are requested to set up a regular AP.

Please note there are 4.33 weeks in a month not 4. Should your dog start mid-month we will request an interim payment to bring you into line with our payment cycle.

Should your dog not be able to make it to daycare, if we are given more than 24 hours notice, we will accrue your missed day to be used in the next 3 months for additional daycare over and above your usual days.

Lodging fees are payable 50% prior to visit to confirm your booking and the balance on check out once you are happy with the condition of your dog. As we only take a few dogs, we are in high demand and we do not allow cancellations, your stay is expected to be paid in full. If you only pay the deposit and not the balance you will forfeit your deposit. If you pay for the stay in full, your payment will be able to put towards daycare and/or lodging within 3 months subject to availability we can't guarantee future lodging as we are often full.

Fees are to be paid on time by AP, late payments will incur a late payment fee of \$50.00 plus gst and each week they are late and a temp has to be hired to chase up late payments an additional \$40.00 plus gst per week will be charged. Any changes to dates and times booked will like an airline or hotels incur a \$40.00 plus gst change fee to cover our temps time to make administration changes. Changes due to availability are not guaranteed. All changes are to be requested in writing.

Should you shorten your stay after your confirmed booking, these days will not be refunded as we have not been able to re-sell them.

Should any fees remain unpaid, your dog may be excluded from school and we reserve the right to refer the debt to a collection agency and you will be responsible for all collections and legal fees incurred by such actions taken.

### **Bank Account Details**

PETS AND PATS 38-9015-0317554-00 (Kiwibank) Please quote your invoice number and your dog's full christian and surname in reference - we often have a few dogs with the same name at school.

### Reduction of Days

Should you wish to reduce your number of enrolled daycare days, you must give a calendar month's notice so we can reassign your seats and bus routes. The new weekly rate will be as per our published days, your daily rate will increase as your days decrease. You are financially rewarded the more you come each week.

#### Access to Property

Where we are collecting and returning your dog you agree to provide us with three sets of keys to your property and provide any specific access instructions including alarm codes. We prefer to pick up dogs and leave them inside their homes, not in backyards due to safety. Clients have had their dogs escape as they have had people coming and going who have not shut gates properly. This hasn't happened with our staff, these have been examples of clients' contractors, friends, family. Should you insist on us picking up and dropping off to backyards and or unsecured areas, you accept that this is not our preference and we cannot be held accountable should anything happen to your dog.

#### **Vaccinations**

Your dog(s) must have current standard vaccinations and treatments, or alternatively adequate titre results. A copy of proof of vaccinations or titre results will be required annually. During your dog's visit with us, should they present with fleas, ticks or worms, for the health of our other guests, they will be treated immediately and the cost of these will be passed on to you.

#### Fleas & Ticks

Your dog(s) must be treated for fleas and ticks within one week of arriving at the farm. You accept that, should we find fleas or ticks on you dog(s) they will be immediately treated at your cost.

#### Dog Security/Registration and Identification

The security of your dog is very important to us therefore dogs will only be released to the owners or named contacts. We will not release your dog to any other person unless prior arrangement has been made with us from the owners, ID may also be required from the person picking up the dog.

Registration & Identification Your dog(s) must have a current registration and be microchipped. Your dog(s) must display a current registration tag and name and address tag on their collar. You dog must also come to school with a sturdy collar, no chain collar's allowed, they can get caught and tangled.

#### Dog Health

In admitting your dog(s) into Pets and Pats, you understand that the we have relied on your representation that your dog(s) is/are in good health. Pets and Pats reserves the right not to allow any dog into our farm if the dog looks sick, injured, or if we feel your dog requires professional medical care. You'll let us know of any health issues your dog is experiencing.

Should your dog become unwell or injured we will stabilise and seek the nearest vet treatment and will of course contact you. You understand that this may not be your normal vet as in the case of emergency there is typically a window of 20 minutes to stabilise the patient. You also accept responsibility for treatment costs and that we will proceed as the "guardian" of your dog in absence of being able to get hold of you.

If your dog has recently been unwell, been injured or is recovering from surgery, you understand that you are responsible for letting us know and keeping us updated on your dog's health and behaviour.

You acknowledge and understand that there are certain risks involved in participating in day care and lodging and that Pets and Pats or its staff will not be liable for any injuries or illnesses resulting during your dog's attendance. If your dog attacks or injures with intent, another dog or person, you will be solely responsible for the injury. You accept that you may be liable for any expenses incurred due to the actions of your dog including, but not limited to, medical expenses, loss of income and damage to property.

Pets and Pats staff are not trained veterinarians and will not be liable for the location, treatment or diagnosis of any injuries incurred at Pets and Pats. You agree not to hold Pets and Pats or its staff liable for any decisions they make and you shall be responsible for all costs incurred with the care of your dog which includes, but is not limited to, emergency veterinary care.

To avoid the potential spread of diseases we require dogs to stand down from day care for a period of 7 days after attending any other day care/kennel facility. Please discuss with Pets and Pats staff before bringing your dog to day care if you are unsure.

#### **Behaviour**

In the event that your dog(s) become a threat to our safety due to behaviour, a threat to other animals, or a general disruption to our service, you authorise us to place the dog(s) behaving in such a way in care of your choice or our choice if we can't contact you immediately. Please note if dogs are presenting with the above behaviours, it is unlikely a kennel will take them, so it is recommended you have a "next of kin" arrangement in your absence.

You also understand that this agreement will be terminated if your, or all of your, dog(s) have to be placed in alternative care by us and that you will, from then onwards, have to deal with

the caregiver directly about your dog(s). In such an instance you will be responsible for all costs payable to the caregiver.

Pets and Pats has the right to refuse admittance to my dog at any time if problems arise from their behaviour, any behaviour deemed dangerous or inappropriate by Pets and Pats or its staff may result in dismissal of my dog(s) from the facility.

If your dog has to be placed into alternative care, you will still be liable for payments to Pets and Pats for the services you booked.

#### **Damage**

Like a hotel, we expect day to day wear and tear on things like our toys, towels and blankets. We also know accidents as in wees and poos happen which is why we have very little carpet or rugs. However, as your dog is living in a home environment any over the top damage especially to furniture will need to be charged at replacement cost. In dog areas we try and keep furniture to an

absolute minimum (sometimes it looks like we have been burgled) but in our living room, media room, dining room and dog den we do have furniture for the comfort of all the dogs. Reality is as mentioned we expect wear and tear but we cannot finance destruction as we have to pay to replace these items.

# <u>Meals</u>

If your stay is 7 days or less please can you supply their food as we don't want to send them home with upset tummies etc.

For longer stays while we prefer them to stay on their own food. You have the option to provide your dog's own food or use ours, we use raw organic and high-grade kibble. Dog's noses are 300 times more powerful than our own, therefore when they can smell other options on offer, they can sometimes go off their own food. As we don't like to give into them straight away as often dogs are on strict diets for allergies, skin conditions etc our usual rule is we will let dogs miss two meals before intervening. If you would like us to step in earlier, we will. If you are supplying your own dog food, please note we ask you to supply 30% more food than normal as often with the amount of extra exercise the dogs are doing, they can have a bigger appetite some also like to "comfort" eat.

# Lodging Dates

We expect that your dog will be dropped off and collected at the agreed times 8:00-10:00am or 3-5pm and dates. Any change to these dates must be agreed in advance. Failure to pick up your dog(s), and failure to make contact within Pets and Pats within 24 hours days of the agreed collection date may result in Pets and Pats taking ownership of the dog(s).

If you run late for your pick-up time, you will be charged \$50 plus gst immediately and then for any extra 15 minutes late these are charged at \$40 plus gst. If you run more than 30 minutes late for your pick-up we reserve the right to keep your dog until the next available check in and out time. You will also be charged any additional days/nights/hours they are in our care.

# Warranties & Indemnities

You have rights under the Consumer Guarantees Act 1993. Other than those rights and the rights given to you under this contract. You indemnify us against all damage and liabilities arising of whatsoever nature during the term of this Agreement whether, caused by your dog(s) or Pets & Pats staff visiting your home or any other cause. You agree that any claim against us arising from supply of our services in terms of this Agreement shall not exceed the value of our services in terms of this Agreement.

Pets and Pats will not be liable for any consequential damages or damages beyond the replacement value of your dog.

# <u>Media</u>

Photographs, videotape or digital recordings are taken of the facility, dogs, customers and staff on a regular basis for, among other things, use in advertising by Pets and Pats. You acknowledge that all such images (electronic, negatives and positives), together with prints and the copyrights therein, are the property of Pets and Pats. You give Pets and Pats and persons authorised by Pets and Pats consent, permission and authorisation, without compensation, to use, reproduce and alter the images, in print or electronic format (including on the internet), either alone or in combination with other images, text and graphics. You waive my right to approve the finished photograph, advertising copy, print material or electronic files that may be used in conjunction with the images.

# <u>Council</u>

In the unlikely event your dog is abandoned as defined by local Council law, we will make every attempt to contact the owners and emergency contacts and your listed veterinarian, we will also send a letter to the address given on this form before further action is taken. If your dog is not picked up within 7 days of the expected pick up date, your dog may be given up for adoption.

Please send a photo of your dog, copy of current vaccinations and copy of owners ID and credit card photo and details to admin@petsandpats.com

# COVID-19 Clause

If for any reason your lodging or daycare is affected by COVID, we will let you have a credit for a new trip or additional daycare days with no expiry date. We are not in a position to offer cash refunds.

\*Rules and Regulations are subject to change at any time without notification.