



## TERMS AND CONDITIONS

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The following terms and conditions ("**Terms and Conditions**") apply to the provision by Guide Dogs Association of SA & NT Inc. (ABN 91 183 168 093) trading as Beau's Pet Hotel ("**Beau's Pet Hotel**", "**We**" or "**Our**") to you ("**Pet Owner**" or "**You**") of animal boarding and other related services. By making a booking with Beau's Pet Hotel, You will be deemed to have accepted these Terms and Conditions. Amendments to these Terms and Conditions must be agreed in writing by us.

### 1. **Booking**

You agree to provide all contact details and other particulars required by Beau's Pet Hotel in order to accept a booking. You also agree to inform Beau's Pet Hotel immediately if any of those details change.

### 2. **Deposit and Payments**

- 2.1. You must, on making a booking, pay 50% of the total booking costs to secure Your booking.
- 2.2. The balance of the booking costs must be paid in full upon check-out of Your Pet(s).
- 2.3. Payments can be made using any of the accepted payment methods specified on the Website at the time of payment.

### 3. **Disclosure**

You must, on making a booking and at all other relevant times, disclose any medical conditions or peculiar behaviours (e.g. timidness or fear aggressiveness) of the Pet.

### 4. **Vaccinations and Other Treatments Required Before Check-In**

- 4.1. You acknowledge and agree that all Pets:
  - (a) must have been treated for fleas and worms not more than 1 month prior to the date of check-in;
  - (b) that are cats, must have had F3 vaccinations and must have completed:
    - (1) an initial course of the vaccination at least 14 days prior to the date of check-in; or
    - (2) a booster vaccination at least 7 days, but no more than 12 months, prior to the date of check-in;
  - (c) that are dogs, must have had C5 vaccinations and must have completed:



- (1) an initial course of the vaccination at least 14 days prior to the date of check-in; or
  - (2) a booster vaccination at least 7 days, but no more than 12 months, prior to the date of check-in.
- 4.2. The current vaccination certificate for the Pet (as applicable) must be provided to Beau's Pet Hotel either upon making the booking or no later than 14 days prior to the date of check-in in order to confirm the booking. Beau's Pet Hotel reserves the right to cancel Your booking if you fail to provide the Pet's current vaccination certificate, as required by this clause.
- 4.3. By presenting the Pet for check-in at the Facility, You warrant and represent that the health treatment requirements in clause 4.1 above are satisfied.
- 4.4. Beau's Pet Hotel may in its sole discretion require that the Pet have additional vaccinations prior to check-in to protect against additional diseases or parasites not protected against by the vaccinations in clause 4.1 above. In such circumstances, We will provide reasonable notice to the Pet Owner.
- 4.5. If worms and/or fleas are detected on the Pet at check-in or during boarding, the Pet will receive immediate treatment at the cost of the Pet Owner.

## **5. Entry into Boarding**

- 5.1. Upon arriving at the Facility, Beau's Pet Hotel may, at its discretion, require a health and wellbeing examination of the Pet before entry into boarding.
- 5.2. If a full examination is required for the Pet, You agree to pay in full the costs of the evaluation in advance and acknowledge and agree that there will be no refund of such costs regardless of whether or not the Pet is accepted for boarding. You acknowledge and agree that you are not permitted to attend the evaluation.
- 5.3. Beau's Pet Hotel reserves the right to refuse entry of a Pet into boarding for any reason it considers reasonable, including without limitation the following reasons:
- (a) the Pet has previously boarded at Beau's Pet Hotel and, in Our opinion, the Pet is not suitable for the Facility;
  - (b) the Pet fails to pass a health and wellbeing examination;
  - (c) the Pet, in Our opinion, demonstrates aggressive behaviour; or
  - (d) if a Pet Owner demonstrates aggressive or threatening behaviour towards any Beau's Pet Hotel staff member at any time during the booking process or during check-in,

in which case We shall cancel Your booking for that Pet.



5.4. Beau's Pet Hotel accepts:

- (a) pups and kittens from 16 weeks of age, provided their last vaccination was administered at least 14 days prior to the date of check-in;

5.5. Beau's Pet Hotel will not accept:

- (a) any Pet that is a female undesexed dog in season
- (b) any female undesexed cat (queen) or a male undesexed cat (tom)
- (c) a Diabetic Pet
- (d) Pets with illness or disease that We deem could result in the deterioration of the health and wellbeing of the Pet during its stay

## **6. General Boarding Rules**

6.1. You acknowledge and agree that participation by the Pet in playtime during boarding is at the sole discretion of Beau's Pet Hotel. Except for pups under the age of six (6) months, if the Pet is an undesexed dog it will be separated from other dogs during playtime.

6.2. If the Pet, in Our opinion, demonstrates aggressive behaviour during boarding, Beau's Pet Hotel reserves the right to:

- (a) isolate the Pet;
- (b) administer medication;
- (c) change the environment (e.g. pheromones ); and/or
- (d) request that the Pet be collected from the Facility within 24 hours of notifying the Pet Owner and/or its emergency contact, in which case We will refund the boarding fees for the remaining boarding period under the booking.

6.3. If the Pet, in Our opinion, demonstrates severe anxiety/stress during boarding, Beau's Pet Hotel reserves the right to:

- (a) change the accommodation type;
- (b) administer medication;
- (c) change the environment (e.g. pheromones); and/or
- (d) request that the Pet be collected from the Facility immediately, by notifying the Pet Owner and/or its emergency contact, in which case We will refund the boarding fees for the remaining boarding period under the booking.

6.4. Beau's Pet Hotel will only permit one toy (larger than a tennis ball) or blanket that the Pet is attached to, to be brought in to the Facility. We may refuse to accept an item if in Our reasonable opinion, it may pose a risk to the health or



safety of the Pet or other animals at the Facility. Any toy or blanket must be clearly labelled with the Pet's and Pet Owner's name.

## **7. Acceptance of Risk and Liability**

7.1. You acknowledge and agree that:

- (a) the Pet may during boarding engage in playtime with other animals boarding at the Facility;
- (b) the Pet may during boarding behave in a different manner than it would normally, which may result in injury to or the death of the Pet itself and/or other animals at the Facility;
- (c) under no circumstances will Beau's Pet Hotel be held responsible for any item brought into the Facility that is lost, destroyed or left behind.

7.2. Whilst every care will be taken by Beau's Pet Hotel during boarding, You acknowledge and agree that:

- (a) You leave the Pet in the care of the Beau's Pet Hotel at Your own risk;
- (b) You are solely responsible for any and all acts or behaviour of the Pet during the Pet's boarding at the Facility; and
- (c) other than as a result of negligent acts or omissions of Beau's Pet Hotel or its employees, Beau's Pet Hotel is not liable for any illness, injury or death of the Pet, or caused by the Pet in respect of any other animals boarding at the Facility.

7.3. You agree to indemnify and hold harmless Beau's Pet Hotel against all claims damages, costs (including without limitation legal costs on a full indemnity basis), losses, liabilities and expenses arising out of the illness or injury to or death of the Pet, or any other animal boarding at the Facility, caused by the actions of the Pet, other than those arising out of Beau's Pet Hotel or its employees' negligent acts or omissions.

## **8. Veterinary Treatment During Boarding**

8.1. If the Pet becomes ill or is injured during boarding, We will, as soon as reasonably practicable after becoming aware of such illness or injury, contact:

- (a) the Pet Owner; and
- (b) in the event that We cannot contact the Pet Owner, the emergency contact, on the phone number(s) provided in the booking form to seek instructions in relation to any treatment of the Pet.

8.2. If We are unable to contact You or Your emergency contact, then You authorise Beau's Pet Hotel to obtain veterinary treatment for the Pet, if in Our reasonable opinion such treatment is required.



8.3. You agree to:

- (a) authorise Beau's Pet Hotel to act in accordance with the veterinarian's advice and/or instruction in respect of the treatment of the Pet's illness or injury; and
- (b) pay all costs associated with such veterinary treatment including but not limited to:
  - (1) the cost of any medicines, operations and out of pocket expenses incurred by Beau's Pet Hotel for treatment of the Pet;
  - (2) Our Pet Transport Charges; and
  - (3) Our fees subsisting at the time of the Pet's boarding for administering any oral and/or topical medications for the remaining boarding period in accordance with the veterinarian's instruction.

8.4. Subject always to this clause 8, the Pet will be taken to either:

- (a) a specific veterinary clinic as requested by the Pet Owner (if any); or
- (b) a veterinary clinic of Our choice.

8.5. It is at the discretion of Beau's Pet Hotel to have a veterinarian attend the Facility to treat the Pet and You agree to pay for the costs associated with such treatment and travel by the veterinarian.

## **9. Pet Transport Charges**

Where a Pet is required to be transported to a veterinarian for any reason the following charges will apply:

- (a) \$40.00 (inclusive of GST) for transport to and from the veterinarian;
- (b) \$35.00 (inclusive of GST) per hour for the time spent at the veterinarian by a Beau's Pet Hotel staff member waiting with, and being responsible for, the Pet at the veterinarian; and
- (c) \$15.00 (inclusive of GST) for the time and materials for Beau's Pet Hotel's vehicle to be cleaned and sterilised.

## **10. Check-in and Check-out**

10.1. You must drop off and collect the Pet at an appointment time mutually agreed between You and Beau's Pet Hotel at the time of Your booking.

10.2. You must ensure that all Pets being dropped off or collected from the Facility are on a leash or in a carrier. Once the Pet is in Our control at check-in, the Pet will be provided with a Beau's Pet Hotel identification collar (or other identification device).



- 10.3. If at check-out the Pet is to be collected by a person other than the Pet Owner, the Pet Owner must at check-in provide Beau's Pet Hotel with the name(s) and mobile phone number(s) of the person(s) authorised to collect the Pet at check-out. These details will be entered in the Pet's boarding profile at the time of check-in. We may in Our sole discretion accept or reject any changes to the person(s) authorised to pick up the Pet during the boarding.
- 10.4. The Pet Owner acknowledges and agrees that the Pet Owner, Pet Owner's emergency contact and the person(s) specified in clause 10.3 are authorised to pick up the Pet. Beau's Pet Hotel will request photographic identification prior to releasing any Pet to an authorised person.

## **11. Early Collection**

- 11.1. You may collect the Pet earlier than the agreed departure date, provided that You have given 2 days' notice to Beau's Pet Hotel. You acknowledge and agree that there will be no refund of any boarding costs for an early collection under this clause.

## **12. Abandoned Pets**

- 12.1. If the Pet is not collected within 7 days of the agreed departure date and no communication is received from the Pet Owner (or Pet Owner's emergency contact or the person(s) specified in clause 10.3 (if any)) seeking to extend the boarding period of the Pet, the Pet will be considered abandoned.
- 12.2. If the Pet is abandoned, You:
- (a) authorise Beau's Pet Hotel to relinquish the Pet to the local council or to place the Pet in an animal shelter of Our choice; and
  - (b) agree that You will be responsible for the costs of the additional boarding and any expenses incurred by Beau's Pet Hotel, including but not limited to any applicable impoundment fees.

## **13. Death**

- 13.1. If a Pet dies at the Facility, We will, as soon as reasonably practicable after becoming aware of the death, contact and notify the Pet Owner or the Pet Owner's emergency contact so that the Pet Owner's wishes are honoured and respected in the handling and treatment of the deceased Pet
- 13.2. The Pet Owner acknowledges that upon the passing of a Pet, the Pet must be relocated from the Facility within 3 hours of Beau's Pet Hotel first contacting or attempting to contact the Pet Owner or Pet Owner's Emergency Contact.
- 13.3. If We are successful in contacting the Pet Owner or the Pet Owner's emergency contact, the Pet Owner or the Pet Owner's emergency contact shall:



- (a) confirm that the Pet Owner or Pet Owner's emergency contact will collect the deceased Pet from the Facility within 3 hours of such contact; or
  - (b) authorise Beau's Pet Hotel to relocate and transport the deceased Pet from the Facility to one of Beau's Pet Hotel's nearby veterinary clinic partners for the deceased Pet to be appropriately stored until alternative arrangements in respect of the deceased Pet can be made by the Pet Owner or Pet Owner's emergency contact.
- 13.4. If Beau's Pet Hotel is authorised to relocate and transport the deceased Pet under clause 13.3(b), the Pet Owner agrees to pay Our Pet Transport Changes.
- 13.5. If We are unable to contact the Pet Owner or Pet Owner's emergency contact within 3 hours of becoming aware of the death of the Pet, the Pet Owner:
- (a) acknowledges and agrees that Beau's Pet Hotel shall be authorised to relocate and transport the deceased Pet from the Facility to one of Beau's Pet Hotel's nearby veterinary clinic partners for the deceased Pet to be appropriately stored until contact can be made with, and alternative arrangements can be made by, the Pet Owner or Pet Owner's emergency contact; and
  - (b) agrees to pay the Pet Transport Changes for Beau's Pet Hotel to relocate and transport the deceased Pet.

#### **14. Cancellations**

- 14.1. You must give notice to Beau's Pet Hotel if You wish to cancel a booking.
- 14.2. You acknowledge and agree that if a booking is cancelled by You (in whole or in part) or by Beau's Pet Hotel in accordance with these Terms and Conditions within 7 days of the scheduled boarding start date, the refund of any amounts already paid to Beau's Pet Hotel at the time of cancellation will be forfeited.

#### **15. Modifications**

- 15.1. You must give notice to Beau's Pet Hotel if You wish to modify a booking.
- 15.2. You acknowledge and agree that if a booking is modified (in whole or in part) by:
  - (a) You within 7 days of the scheduled boarding start date, any decrease in the total booking costs as a result of the modification will not apply and the Pet Owner remains liable to pay the balance of the booking costs in full (and any applicable increase in costs as a result of the modification);
  - (b) Beau's Pet Hotel during the Pet's boarding in accordance with these Terms and Conditions, You must pay any applicable increase in costs as a result of the modification.

#### **16. Food**



- 16.1. Subject to clause 16.2, all Pets will be fed pet food provided by Beau's Pet Hotel during their boarding.
- 16.2. You must notify Beau's Pet Hotel of any special dietary requirements or preferences before the commencement of boarding and must supply all food in accordance with clause 16.3 for the duration of the Pet's boarding.
- 16.3. All food supplied by the Pet Owner must:
  - (a) be individually packaged and portioned for each meal of each day of the Pet's boarding; and
  - (b) in zip-lock plastic bags or clear disposable containers, with each zip-lock plastic bag or clear disposable container clearly labelled with the Pet's name, timing of meal and date during the Pet's boarding on which the meal should be given, together with all other necessary directions.
- 16.4. Beau's Pet Hotel will not accept cans of food or bags of dry dog food in their original package.
- 16.5. Beau's Pet Hotel reserves the right to change the Pet's diet if in Our reasonable opinion the Pet is experiencing stomach upset.

## **17. Medication**

All medication must be in original packaging accompanied by veterinarian dosage instructions and clearly labelled with the Pet's name. We will administer oral and topical medications for the fee quoted at the time of booking.

## **18. Minimum Stay for Certain Peak Periods**

During certain Peak Periods the minimum stay requirements as published on our Website will apply.

## **19. Marketing and Social Media**

You acknowledge and agree that at any time during the stay at Beau's Pet Hotel Your Pet may be photographed and such photograph(s) may be used for marketing and/or promotion purposes on the Website and/or Beau's Pet Hotel's social media accounts.

## **20. Miscellaneous**

- 20.1. If any provision of these Terms and Conditions is void, voidable or unenforceable, it will be read-down, limited or, if necessary, excluded to the extent required to make it not void, voidable or unenforceable, and all other terms remain in full force and effect.
- 20.2. These Terms and Conditions are governed by the laws of South Australia.





20.3. Beau's Pet Hotel reserves the right to update the terms and conditions from time to time. For the avoidance of any doubt, the terms and conditions subsisting at the time of making a booking will apply for that booking.

## 21. Definitions

**Facility** means Beau's Pet Hotel's boarding facility located at Adelaide Airport, South Australia;

**Off-Peak Periods** means period of boarding which are not Peak Periods;

**Peak Periods** means the periods specified as peak periods on the Website from time to time;

**Pet** means the Pet Owner's dog or cat;

Pet Transport Charges means the charges set out in clause 9; and

**Website** means [www.beaus.org.au](http://www.beaus.org.au)