



## 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**") Daycare, Day Stay 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-DayCare/DayStay**

- 2.1. The balance of the booking costs must be paid in full upon check-out of Your Pet(s).
- 2.2. 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- DayCare/DayStay**

- 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 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 2 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 at check-in. 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 DayCare/DayStay, the Pet will receive immediate treatment at the cost of the Pet Owner.

## **5. Entry into DayCare/DayStay**

- 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 DayCare/DayStay.
- 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 DayCare/DayStay. 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 DayCare/DayStay for any reason it considers reasonable, including without limitation the following reasons:
  - (a) the Pet has previously attended 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 from 18 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 Dog over 12 months of age that is not de-sexed .
  - (b) puppies under 12 months of age that are not de-sexed but in season



- (c) 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 DayCare/DayStay Rules**

- 6.1. You acknowledge and agree that participation by the Pet in playtime during DayCare is at the sole discretion of Beau's Pet Hotel.
- 6.2. If the Pet, in Our opinion, demonstrates aggressive behaviour during DayCare/DayStay, Beau's Pet Hotel reserves the right to:
  - (a) isolate the Pet;
  - (b) change the environment (e.g. pheromones ); and/or
  - (c) 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 DayCare/DayStay fees for the remaining packages under the booking.
- 6.3. If the Pet, in Our opinion, demonstrates severe anxiety/stress during DayCare/DayStay , Beau's Pet Hotel reserves the right to:
  - (a) change the accommodation type;
  - (b) change the environment (e.g. pheromones); and/or
  - (c) 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 DayCare/DayStay fees for the remaining packages under the booking.

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

- 7.1. You acknowledge and agree that:
  - (a) the Pet will during DayCare engage in playtime with other animals at the Facility;
  - (b) the Pet may during DayCare 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 DayCare/DayStay , 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 DayCare/DayStay 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 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 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 DayCare/DayStay**

- 8.1. If the Pet becomes ill or is injured during DayCare/DayStay, 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 stay for administering any oral and/or topical medications 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) \$40.00 (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) \$20.00 (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 the Pet between 0730 and 0900 or 1230 and 1400 and collect the Pet between 1230 and 1400 or 1530 and 1900 hours.
- 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 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 DayCare/DayStay
- 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.
- 10.5. Half a day is up to 5 hours of DayCare; a Full day is up to 8 hours of DayCare/DayStay and an Extended day is up to 11 hours of DayCare/DayStay.
- 10.6. A late check-out fee will apply if the Pet is collected more than 30 minutes after the maximum period for the current booking. For relevant charges please refer to website
- 10.7. Any Pet not checked-out prior to 1900 hrs will be Boarded overnight in a classic suite. A Daily Boarding fee and any other associated costs will be applied to the Pets bill. See website for boarding Fees.



## **11. Abandoned Pets**

- 11.1. If the Pet is not collected within 48 hours 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.
- 11.2. 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.

## **12. Death**

- 12.1. 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
- 12.2. 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.
- 12.3. 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.
- 12.4. 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.
- 12.5. 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.

### **13. Cancellations -Refunds**

- 13.1. You must give notice to Beau's Pet Hotel if You wish to cancel a booking.
- 13.2. A full refund will be given on any package that has not been used.
- 13.3. A refund of the balance of a package will be given to any associated Pet that has been deemed not suitable for DayCare/ DayStay at Beau's Pet Hotel

### **14. Modifications**

- 14.1. You must give notice to Beau's Pet Hotel if You wish to modify a booking.

### **15. Food**

- 15.1. Only Puppies from 18 weeks of age to 12 months of age will be allowed food.
- 15.2. Puppies will be fed one meal per day
- 15.3. All food must be supplied by the Pet Owner and must:
  - (a) be individually packaged for the meal ; 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.
- 15.4. Beau's Pet Hotel will not accept cans of food or bags of dry dog food in their original package.

### **16. Medication**

No medication will be administered during DayCare/Daystay

### **17. 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.

### **18. Miscellaneous**

- 18.1. 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.

18.2. These Terms and Conditions are governed by the laws of South Australia.

18.3. 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.

## 19. Definitions

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

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

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

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