

## SERVICE AGREEMENT

### Introduction:

To ensure the safety and wellbeing of the animal/s under our care, of our team, and of our Clients it is mandatory for our clients to carefully read and agree to the terms and conditions which form this Service Agreement.

These terms and conditions create a contract between you and Snout & About Pet Services (the "Service Agreement"). Please read the Service Agreement carefully.

Snout & About Pet Services uses the online platform Pet Sitter Plus (hereinafter referred to as the "Service Platform") for client management, animal profiles, booking, scheduling, invoicing, and payments. Snout & About Pet Services has the utmost care and concern for Client privacy. The [Privacy Policy](#) and [Website Terms & Conditions](#) outline how Client information is used.

### The parties to this contract and agreement are:

The person named in the client profile held in the Service Platform.

(Hereinafter referred to as "the Client")

AND

Sole Trader: Jenna Edward

Trading as: Snout & About Pet Services

ABN: 96905007403

(Hereinafter referred to as "S&A")

### General:

- 1) S&A undertakes to perform the agreed-on services in a professional, attentive, reliable, and caring manner and the Client undertakes to provide all necessary information to assist in this performance.
- 2) By creating a client profile on the Service Platform and booking services you are deemed to be in acceptance of the Terms and Conditions contained within this document.
- 3) S&A carry public liability and professional indemnity insurance relative to the services performed for the Client. A copy of the insurance policy will be made available to the Client and the Client acknowledges that he/she is familiar with its content.
- 4) No provision of this Agreement may be interpreted as establishing an employment relationship between the parties, including any of their employees or contractors.

- 5) In this agreement words in the singular include the plural and vice versa in accordance with the context of which that word is used.
- 6) Paragraph headings are for convenience of reference only and are not intended to have any effect in the interpretation or determining of rights or obligations under this agreement.
- 7) No party may assign any of its rights or delegate or assign any of its obligations in terms of this Pet Services Agreement without the prior written consent of the other party, except where otherwise stated.
- 8) This Contract and Agreement shall be construed, interpreted, and governed in accordance with the laws of New South Wales, Australia and should any provision of this contract be judged by an appropriate court as invalid; it shall not affect any of the remaining provisions whatsoever.
- 9) The terms of this Contract shall be binding upon and accrue to the benefit and be enforceable by either party's successors, legal representatives, and assigns.
- 10) No relaxation, indulgence, waiver, or release by any party of any of the rights in terms of this agreement on one occasion shall prevent the subsequent enforcement of such rights and shall not be deemed to be a waiver of any subsequent breach of any of the terms.

## **Meet & Greet:**

- 11) A Meet & Greet must be held prior to booking and commencing services to understand the specific requirements of the client and animal.
- 12) The Meet & Greet is to maximise the safety and security of the animal, the client and their property, and S&A and their agents or contractors.
- 13) S&A will use the Meet & Greet to assess the suitability of the animal for inclusion on S&A activities.
- 14) The Meet & Greet carries no obligation to book services, and either party may decide not to proceed with providing or booking services for any reason.

## **Limitation of Services to Client's Animal:**

- 15) S&A will only provide services to an animal that:
  - a) Belongs to and is registered to the Client,
  - b) Has been assessed during a Meet & Greet and approved for booking services,
  - c) Has been registered on the Service Platform.
- 16) Other animals (for example, those of friends/family) are not covered by this agreement, even if they are located on the Client's property, and will therefore not be under the responsibility or liability of S&A.

## **Home Access:**

- 17) Access via held key:
  - a) For the purposes of this document, key refers to any device used to gain entry into the Client's property which can also include remotes, access fobs and the like.
  - b) Key and/or remote security:
    - i) S&A will use a code stored in the Service Platform to mark the key.

- ii) No address will be shown on the key.
    - iii) Key location is tracked electronically while in use (AirTag).
    - iv) Keys are stored in a key safe while not in use.
  - c) Key collection:
    - i) S&A will aim to collect all necessary keys at the time of the Meet & Greet.
    - ii) If key collection during Meet & Greet is not possible then S&A will provide an address on Kensington Road, Summer Hill 2130 for Client drop-off (via SMS or email)
    - iii) If the Client requires S&A to collect keys outside of the Meet & Greet or the initial service, or from an alternate location, then a \$15 fee will apply.
  - d) Key return:
    - i) S&A will aim to return keys to an agreed place at the service location (e.g., animal home) at the conclusion of the final booked service.
    - ii) If it is not feasible or deemed secure to return keys during the final booked service, or if the client requires the key to be returned at a different time or to a different location, then a \$15 fee will apply.
  - e) Key replacement:
    - i) If a key replacement is required due to lock, or key, or lock-box malfunction or breakage, the Client is responsible for the cost of replacement.
    - ii) If the key requires replacement due to being lost or stolen while in the possession of S&A then S&A will reimburse the Client for the cost of replacement.
- 18) Access via key within lockbox:
- a) S&A will store the access code for the lockbox within the Service Platform.
  - b) If the keys are not inside the lockbox at the time of commencement of services, then S&A will be unable to commence the service and a late cancellation fee will apply.
  - c) If the lockbox is unable to be opened for any reason at the time of commencement of services (including, but not limited to change of code, malfunction, stuck mechanism, corrosion, obstruction to access), then S&A will be unable to commence the service and a late cancellation fee will apply.
- 19) Alarm systems and surveillance equipment:
- a) The Client must provide instructions on how to use and disarm an alarm system if in use on the property.
  - b) S&A will follow the instructions provided; however, S&A will not be liable for any fees that may arise due to the use of an alarm system on the property.
  - c) The Client agrees to inform S&A of the use and location of all surveillance equipment used on the Client's property.
- 20) Inability to access:
- a) If S&A is unable to pick up the animal to commence service with the reason being the inability to access the property due to Client caused circumstances or key, lock, or lock-box malfunction or breakage, then the late notice cancellation policy will apply.
  - b) If the drop-off of an animal to conclude a service is delayed with the reason being the inability to access the property due to Client caused circumstances, or key, lock, or lock-box malfunction or breakage then a delay fee of \$1 per minute will apply once a 5 minute grace period has passed.
  - c) If a locksmith is required to be called, then the locksmith fee is the responsibility of the Client.
- 21) Third-party access
- a) The Client must inform S&A of any other person that has access to the home during the time period covering the service.
  - b) S&A accepts no liability for any breach of security or loss of or damage to the Client's property or animal if any other person has access to the property during the term of this agreement.
- 22) Animal Access to Client's Home:

- a) It is the Client's responsibility to maintain the security of all doors, gates, fences, barriers, boundaries, or perimeters on their property, both indoors and outdoors.
- b) S&A will use due care to follow the instructions of the Client for accessing and vacating the Client's home to ensure safety and security but will ultimately not be held liable for any circumstance that may befall the animal or property because of the animal breaching any doors, gates, fences, barriers, boundaries, or perimeters.
- c) S&A will not be held responsible or liable for any mishap that may befall an animal or be caused by an animal who has unsupervised access to the outdoors at the request of the Client.
- d) S&A reserves the right to relocate the animal indoors if they decide it is in the best interest of the safety of the animal and S&A will not be liable for any damage caused to the Client's property because of this action.

## Responsibilities:

### 23) Client Responsibilities:

- a) Client must comply with NSW legislation on animal identification and council registration. This includes collar and tags for dogs when outside their home (including animal name, owner name, and owner number).
- b) Animal must be up to date on vaccinations to a sufficient level (C5 for dogs, F3 for cats). Leptospirosis for dogs is strongly encouraged.
- c) Animal must be under a comprehensive parasite control program (including protection for fleas, ticks, worms).
- d) Client must disclose if their dog has been listed as a dangerous dog or is a breed on the list of restricted breeds.
- e) Client is responsible for any council fees and levies (excluding any fines for non-collection of dog waste which occurs while participating in scheduled S&A activities).
- f) While using the services of S&A the Client must provide ongoing disclosure of behaviours that may pose a threat to the safety and wellbeing of the Client's animal, other animals, any people, or cause damage or destruction to property, including but not limited to:
  - i) Aggression (non-physical and physical),
  - ii) Resource guarding (food, people, objects, toys, sticks, animals),
  - iii) Destructive behaviours,
  - iv) Diagnosed mental conditions or indicators of mental distress (examples: general anxiety, reactivity, separation anxiety),
  - v) Flight risk (examples: runaway behaviour, door-dashing, recall cue extinction).
- g) The Client is solely responsible for disclosing any injury, illness, allergies, or intolerances which their animal may have, this applies on a continuous basis while using the services of S&A, and if not previously known, must occur prior to the commencement of the next scheduled service. If S&A is unable to undertake the scheduled service due to this disclosure, then a cancellation fee may apply if notice is less than 24 hours before service commencement.
- h) The Client is solely responsible for all harm or damage caused by their animal while it is under the care of S&A and agrees to indemnify S&A in full against any liability arising from such harm or damage to third parties.
- i) In the event of a missing animal the Client is responsible for retrieval and is liable for any costs which may arise from the circumstances of a missing animal.
- j) The Client is liable for all veterinary care and any veterinary associated boarding costs associated with their animal.
- k) If the animal has special dietary requirements, it is the responsibility of the Client to provide this and advise S&A of the location in the home.
- l) The Animal must be at the agreed service location at the scheduled service commencement time (e.g. home or workplace), if this is not the case then cancellation or delay fees will be applicable. The Client is also responsible for ensuring S&A can easily access the animal.

- m) The Client is responsible for providing anything necessary to accommodate any special requirements the animal may have – this could include: special diet, protective equipment (clothing, booties, goggles, special requirements notification equipment e.g. “Do Not Feed” bandana)

24) S&A Responsibilities:

- a) S&A is responsible for the collection and appropriate disposal of dog faecal waste and accepts liability for any fines that arise from failure to do this during scheduled S&A activities.
- b) S&A is responsible for using appropriate areas for dog recreation and accepts liability for any council fines that arise from failure to do this during scheduled S&A activities. S&A will only choose locations that are legal for dogs to be taken off-lead.
- c) S&A is responsible for disclosing any behaviour that occurs during scheduled S&A activities which may pose a threat to the safety and wellbeing of the Client's animal, other animals, people, or cause damage or destruction to property, including but not limited to:
  - i) Aggression (non-physical and physical),
  - ii) Resource guarding (food, people, objects, toys, sticks, animals),
  - iii) Destructive behaviours,
  - iv) Indicators of mental distress (examples: general anxiety, reactivity, separation anxiety),
  - v) Flight risk (examples: runaway behaviour, door-dashing, recall cue extinction).
- d) S&A is responsible for disclosing any incident, injury, or illness that befalls the Client's animal during scheduled S&A activities.
- e) S&A shall not be obliged to perform any other duties except those specified in the information included in the Client's profile within the Service Platform.

## Equipment:

- 25) S&A requires the Client to supply their dog with a harness, lead, flat collar, and ID tag which shows the animal's name, Client name, and Client phone number.
- 26) S&A will not use any aversive equipment with animals under any circumstances, even if requested by the Client, this includes choke/check chains, prong collars, electronic collars (shock/vibration/sonic), and incorrectly adjusted martingale collars.
- 27) It is the Client's responsibility to provide wet/cold weather gear if required.
- 28) It is the Client's responsibility to provide towels or similar in the home if post-walk drying off is required.
- 29) If the Client requires a muzzle to be used on their animal, it must be pre-trained by the Client to do so. S&A will only accept dogs on group walks who require muzzles for non-aggressive behaviours (e.g. Pica). The muzzle must be the correct size, fitted correctly, and be a style that allows the dog to pant and drink freely.
- 30) S&A reserves the right to substitute, remove or add equipment used on the Client's animal for the purposes of safety and/or practicality.
- 31) For home visits the Client must supply cleaning products and equipment for the accidents, and update the Service Portal with the location of the products and equipment within the home.

## Acknowledgement of Risk:

- 32) S&A undertakes services in a safe, trustworthy, reliable, and sanitary manner, and will exercise due caution in the care of the Client's animal.

- 33) The Client acknowledges that the services undertaken by S&A carry inherent risks which may lead to loss, injury, illness, or damage, including, but not limited to, interaction with other companion animals, the environment, the animal's home, objects, third parties, food or liquid, wildlife, or vehicles.
- 34) The Client acknowledges that on group walks S&A allows dogs to play and interact directly with one another while off-leash, this includes other dogs under the care of S&A and may also include animals owned by third-parties.
- 35) The Client agrees that S&A will not be held liable for any injury or illness and expressly waives all claims against S&A, or its agents for any loss, injury or illness to their animal or their property while in the care of S&A or its agents.

## **Emergency Care:**

- 36) In the event of an emergency S&A will:
- a) Provide appropriate first aid,
  - b) And will then notify the Client by phone as soon as possible.
  - c) If the Client cannot be reached, S&A will take necessary action including contacting a veterinarian.
  - d) S&A will aim to use pet's usual veterinarian as recorded in the Service Platform; however S&A may use alternative veterinarian if the usual veterinarian is unavailable or if it is not considered to be within the best interest of the animal's wellbeing.

## **Changes to Planned Services:**

- 37) Alteration or cancellation of services for safety
- a) S&A reserves the right to cancel services with short notice if extreme weather means the planned activity is not deemed safe (e.g., flooding, heavy storms, excessive heat or cold). In the event of cancellation, S&A will communicate with the Client for alternate arrangements.
  - b) S&A reserves the right to change the location or nature of the activity if the planned location is deemed unsafe (e.g., the presence of aggressive dogs or people, or environmental hazards). Action taken by S&A could include changing a planned off-lead group walks to a group on-leash walk.
- 38) Substitution of walker/sitter
- a) As an owner-operated and sole proprietor business, where in circumstances where the standard walker/sitter needs to cancel a scheduled service due to unforeseen circumstances, he/she may appoint a substitute walker/sitter with the written approval of the Client.
  - b) Any difference in the fees charged due to walker/sitter substitution will be the responsibility of S&A and will not be passed on to the Client.
- 39) Flexibility of schedule
- a) Group walk schedules operate within 3-hour windows. Morning (8am-11am), Midday (11am-2pm), Afternoon (2pm-5pm). The Client acknowledges that pick-up and drop-off times will fall within their scheduled window, but due to transportation logistics the exact time of day that pick-up and drop-off occurs may vary within this schedule.
  - b) S&A will aim to arrive on time for all services, however, due to the logistics of transporting multiple animals across a day in an urban environment, there may be times when S&A is delayed. We will contact the Client if the expected pick-up/drop-off time is greater than 15min after the scheduled time or window.
  - c) If the Client requires pick-up or drop-off by a specific time, they must communicate this to S&A at least 24 hours before the service.



- d) S&A may at times seek to move the timing of a scheduled activity for the purposes of matching up compatible animals for group walk activities or for safety considerations (e.g., limiting exposure extreme temperatures).
- e) If S&A wishes to move an animal between scheduled service times, then they will communicate with the Client via message or email in advance.

## **Refusal of Services:**

- 40) S&A reserves the right to refuse to provide services at any time to any animals that:
  - a) Have a history of or are displaying aggressive behaviours,
  - b) Show signs of mental distress,
  - c) Show signs of injury, illness, or infection,
  - d) Or for any other cause that may impact the safety and wellbeing of the animal, S&A, their agents, or their clients.
- 41) S&A may refuse services that fall outside our service area. If S&A decides to accept a client outside of the service area, then a travel fee will apply.
- 42) S&A is unable to provide services to any 'Declared Dangerous' or 'Declared Menacing' dogs under NSW legislation (Companion Animals Act 1998)
- 43) S&A is not able to provide services to dogs that fall under the 'Restricted Breeds' list as per NSW legislation (Companion Animals Act 1998)
  - a) American Pitbull Terrier or Pitbull Terrier
  - b) Japanese Tosa
  - c) Dogo Argentino (Argentinean fighting dog)
  - d) Fila Brasileiro (Brazilian fighting dog)
  - e) Perro de Presa Canario or Presa Canario
- 44) If S&A arrives to a planned service and subsequently refuses the service for any of the reasons listed above, then the full rate for the service is still payable by the Client.

## **Cancellation and/or Termination of Services:**

- 45) The Client may choose to cancel or terminate services at any time and for any reason by cancelling their appointments in the Service Portal. If terminating services, the client is to send an email to [bookings@snoutandabout.com.au](mailto:bookings@snoutandabout.com.au) notifying their intention to terminate services.
  - a) A late cancellation fee will apply if cancellation or termination notice is given less than 24 hours before the scheduled service.
  - b) In the instance where a client has been receiving a discount rate for bulk/recurring bookings and the prerequisite timeframe or number of services has not been met, S&A reserves the right to invoice the Client with the difference between the standard and discounted rate.
- 46) S&A may terminate services to the Client with immediate effect if the animal develops aggressive behaviours, signs of mental distress, develops an injury, illness, or infection, or for any other cause that may affect the safety and wellbeing of S&A, their agents, or their clients.
- 47) Any wrongful or misleading information provided by the Client in the Client's Information or Pet Information sections of the Service Platform may constitute a breach of the terms of this Agreement and be grounds for instant termination. Termination under this circumstance shall not entitle the Client to any refunds nor relief of any outstanding payments due.

- 48) If S&A is required to terminate services for any other reason than listed above, they will endeavour to provide the Client with at least 2 weeks' notice.

## **Payment Terms:**

- 49) The schedule of payments is weekly in arrears, with payments being processed on Monday or the next working day if Monday is a Public Holiday.
- 50) Invoices with itemised services and fees will be made available to the Client for each payment cycle.
- 51) Preferred method of payment is via automatic credit/debit card deduction with details held securely within the Service Platform. Admin fees may be applicable for any other payment method.
- 52) If payment is late by more than 10 business days S&A reserves the right to cancel the Client's future booked services until payment is made and make these booking spaces available to other parties.
- 53) S&A reserves the right to charge a late payment fee to cover administrative costs and is entitled to recover from the Client any debt recovery costs or solicitor fees incurred by S&A in procuring outstanding payment from the Client.
- 54) S&A reserves the right to alter the service rates and fees at any time with reasonable notice to the Client.

## **Multimedia Permission:**

- 55) By booking S&A's services, the Client hereby grants S&A with permission to use, reproduce, and distribute photos and videos of the client's animal(s) on the business's social media and website.
- 56) The client retains ownership of the photos and videos of their animal(s), and S&A is not entitled to sell or distribute the material to any third party without the client's written consent.
- 57) The client will not receive any compensation for the use of the material by S&A.
- 58) The client consents to the use of their animal's name in connection with the use of the material on social media and the website. If the client has provided a social media handle, then it is assumed that permission has been granted to tag the animal in the social media item with the handle provided.

## **Services:**

- 59) Group Walks:
- S&A will walk dogs with other dogs of similar temperament, with up to 4 dogs per walker.
  - By booking group walk services the Client understands they are providing their authorisation for their animal to partake in off-lead interaction and play with other dogs (both within the group and third-party) and acknowledge the risk associated with these activities.
  - S&A reserves the right to keep the Client's animal on-lead during a group walk for any reason.
  - S&A strongly encourages that animals that attend Group Walks be desexed and will not accept females in heat on group walks. The Client agrees that S&A will not be held liable for any consequence which may occur due to the Client's animal being entire, and expressly



waives all claims against S&A, or its agents for any copulation or conception related consequences which befall entire animals while in the care of S&A or its agents.

60) Private Walks:

- a) S&A will not allow an animal off-lead while on a private walk without Client authority.
- b) If the Client wants their dog to be let off-lead on a private walk, they must request it in writing and nominate the location.
- c) Even with Client authorisation, S&A still reserves the right to keep the animal on-lead at their discretion.
- d) Private walks are limited to up to 2 dogs from the same household which are located at the same pickup/drop-off location.

61) Home Visits:

- a) The Client understands that a Home Visit constitutes a drop-in service of up to 20 minutes to check on, feed, water, administer basic medicine (if necessary), toilet an animal and do a basic tidy up of accidents (if necessary).
- b) Walks are excluded from Home Visits by default but can be booked as an add-on service.
- c) Additional services such as bringing in mail/papers, taking out or bringing in bins, watering plants is complimentary and can be discussed in the Meet & Greet.

## Rates and Fees:

- a) Please [click here](#) to view the current rates and fees