



ON ALL FOURS DOG CLUB TERMS AND CONDITIONS

In these terms, we also refer to Ruth Boidin trading as On All Fours Dog Club ABN 48 353 869 962 (**On All Fours Dog Club** as “**our**”, “**we**”, or “**us**”.

And you are you!

What are these terms about?

These terms apply when you use this website, being www.onallfours.com.au and any other websites we operate with the same domain name and a different extension (“**Website**”).

These terms also apply when you book a Meet & Greet or any Services through this Website (“**Bookings**”).

Services

When we say “**Services**” in these terms, we mean our doggy daycare services and any of the add-on services ordered by you on our Website including but not limited to the Dog Wash (**Services**).

We’ve also used a few other capitalised words and phrases as shorthand to refer to recurring concepts. Each of these are defined in bold and in brackets after the concepts are first mentioned.

How do I read these terms?

We separated these terms into three parts, so they are easy to read and understand.

Those parts are:

- **Part A:** Terms for when you book Services (applies when you make a Booking)
- **Part B:** Terms for when you browse and interact with this Website (applies when you browse)
- **Part C:** Liability and warranties, and interpretation provisions (applies to both Booking and browsing)

Please let us know if you have any questions about these terms, and don’t continue using this Website or book any Services unless you have read and agree to these terms.

Acceptance of these terms

If you don’t agree to these terms, please don’t book any Services. By clicking “accept” when you make a Booking on our Website, you agree to be bound by these terms.

I’ve returned to your Website, do I need to read these terms again?

Once you make a Booking, the terms accepted at the point of sale will apply to your purchase of those Services. However, please note that we may change any part of these terms at any time by updating this page of the Website, so you may find that different terms apply next time you use this Website or purchase or book Services. You can check the date at the top of this page to see when we last updated these terms.

Part A For When You Book Services...

1 MEET & GREET

1.1 MEET & GREET APPOINTMENTS

- (a) Before we agree to provide you with any Services, you must book a complimentary meet and greet appointment (**Meet and Greet**) with us via our Website.
- (b) The purpose of the Meet and Greet is for us to meet your Dog and access whether they will be suitable for our Services.
- (c) We will not provide the Services without having a Meet and Greet first.
- (d) The Meet and Greet has no obligation on you or us to proceed with any Services.
- (e) If we think your Dog is suitable for our Services, you will be able to book in Services via our Website.
- (f) We may determine, in our sole discretion, that your Dog is not suitable for our Services. We are under no obligation to provide you with Services.

1.2 TELL US ABOUT YOUR DOG

- (a) When booking the Meet and Greet, we will ask you to provide information about you and your Dog.
- (b) We understand that all dogs are unique and have their own preferences, sensitivities and history. If there is anything that you think we should know about your Dog before we provide the Services, please let us know so that we can accommodate their needs to the best of our ability. This includes:
 - (i) any previous or current medical conditions, illnesses or injuries;
 - (ii) any allergies, intolerances or dietary requirements;
 - (iii) any sensitivities to people, objects, dogs or other animals;
 - (iv) any aggressive or anxious tendencies; or
 - (v) anything else that affects your Dog's health, wellbeing or behaviour.
- (c) We reserve the right to refuse to provide the Services to any dog we deem unfit or unsafe for the Services, including dogs that are seriously unwell, injured, aggressive or anxious.
- (d) You represent and warrant that:
 - (i) the information you have provided is accurate and up-to-date; and
 - (ii) you will notify us as soon as reasonably practicable if any of your circumstances, or circumstances relating to your Dog, change.
- (e) If we discover that any of the information you have supplied to us is inaccurate (including without limitation where your Dog is not up-to-date with its vaccinations or is not desexed), we may, at our discretion, refuse to provide the Services to you and your Dog.

2 MAKING A BOOKING

- (a) By submitting an order for Services using the Website's functionality (**Booking**) you represent and warrant that:
 - (i) you have the legal capacity and are of sufficient age to enter into a binding contract with us; and
 - (ii) you are authorised to use the debit or credit card you provide with your Booking.
- (b) Submitting an Booking constitutes your intention and offer to enter into Part A of these terms (including Part C which you agreed to by using this Website) where we will provide you with the Services you have booked in exchange for your payment of the total amount listed upon checkout.
- (c) Part A of these terms is not agreed between you and us until we have approved your payment and you receive an email from us confirming that your Booking is accepted.

3 ACCOUNTS

- (a) To submit a Booking, you may be required to sign-up, register and receive an account through the Website (an **Account**).
- (b) As part of the Account registration process and as part of your continued use of the Website, you may be required to provide personal information and details, such as your email address, first and last name, preferred username, a secure password, billing, postal and physical addresses, mobile phone number, bank account information, and other information as determined by us from time to time.
- (c) You warrant that any information you give to us in the course of completing the Account registration process will always be accurate, honest, correct and up-to-date.
- (d) Once you complete the Account registration process, we may, in our absolute discretion, choose to accept you as a registered user within the Website and provide you with an Account.
- (e) We may, in our absolute discretion, suspend or cancel your Account for any reason, including for any failure to comply with these terms.

4 OUR SERVICES

4.1 ABOUT OUR SERVICES

- (a) We will perform the Services in accordance with these terms and the Booking Form.
- (b) As part of our Services, we will use slip leads and martingale collars – by booking the Services you agree for us to use these items on or with your Dog.

4.2 BOOKING THE SERVICES

- (a) You may book our Services by making a booking via our Website.
- (b) No booking request is confirmed until we have responded to your request and confirmed your booking in writing.

4.3 COLLECTION AND DROP OFF

- (a) Our Services include collection and drop off to the address you have provided in the Booking Form (**Home Address**) (subject to clause 4.4).
- (b) You must ensure that your Dog is at the Home Address and easily accessible from 6:30am on the date of your Booking (**Collection Time**).
- (c) If your dog is not at the Home Address, or is not accessible (including without limitation if they are behind a locked door or gate, or inside an apartment building) we may not be able to collect your Dog and therefore will not be able to provide the Services.
- (d) Whilst we aim to collect Dogs between 6:30am to 8am, we may collect your Dog at any time from 6:30am in our sole discretion.
- (e) We will return your Dog to the Home Address at the end of the day at a time in our sole discretion, usually between 6:30-7pm (**Drop-Off**).
- (f) Drop-Off may be delayed and we will not be liable to you if Drop-Off is earlier or later than any estimated times.
- (g) Upon Drop-Off, the Dog is your responsibility and to the fullest extent permitted by law we exclude any liability for a Dog once it has been Dropped-Off to the Home Location.

4.4 SERVICE AREA

- (a) Our Services are inclusive of collection and drop-off to a Home Address within the Service Area as set out on our Website.
- (b) If your Home Address is outside of the Service Area but within the Expanded Service Area as set out on our Website, for an additional Fee.
- (c) We reserve the right to cancel any Bookings where the Home Address is outside of our Service Area.

4.5 DOGGY DAYCARE SERVICES – SPECIFIC TERMS

- (a) We aim to choose safe and dog-friendly environments to walk, exercise and play with your Dog.
- (b) However, you acknowledge and agree that the location of our Services (**Property**) is a rural location and can be highly stimulating and busy environment with lots of dogs or other animals, loud noises, hazardous objects, proximity to main roads and bodies of waters, and other potential hazards. Your Dog's safety is our highest priority and we will do everything reasonably necessary to look after your Dog while it is in our care, however we make no guarantee that it will be in an environment free from hazards.
- (c) By making a Booking and accepting any of our Services, you accept and assume, to the maximum extent permitted by law, any risks involved with your Dog travelling to and playing in the Property or such other location including public places.
- (d) It is your responsibility to let us know if your Dog is sensitive to any particular environments (including highly stimulating environments or environments where there are multiple dogs or people present). If you fail to let us know in accordance with clause 1.2, we will assume that any locations we choose to exercise, walk or play with your Dog are suitable for your Dog.
- (e) We reserve the right to cancel any Booking if your Dog shows any signs of aggression or behaviour issues, or if we believe that your Dog will not be suitable for interaction with other dogs, or our Services. If we make this determination after we have commenced the Services, we will return the Dog to your Home Address.

4.6 DOG WASH SERVICES – SPECIFIC TERMS

- (a) We also offer dog wash services (**Dog Wash**) as an add-on to our doggy daycare services, for an additional fee.
- (b) Whilst we use our best endeavours to accommodate your specific grooming requests needs, we do not guarantee any specific outcome for the look and style of your Dog. We reserve the right to refuse a refund for any Fees paid for any Services which, in our reasonable opinion, we have performed with due care and skill. This clause 4.6(a) is not intended to limit any rights or guarantees you may have under the *Competition and Consumer Act 2010* (Cth).
- (c) We use third party products, suitable for dogs, as part of our Dog Wash Services (**Products**).
- (d) You must inform us if your Dog has any allergies or sensitives to any products.
- (e) To the fullest extent permitted by law we are not liable for any adverse reactions your Dog suffers in respect of any Products used or the Dog Wash Services.
- (f) We may not be able to provide the Dog Wash Services, and if so, will refund any Fees paid in respect of the Dog Wash.

5 CHANGES TO YOUR BOOKING

5.1 CANCELLATION BY US

We reserve the right to cancel your Booking for any reason, and will notify you of this as soon as possible. Where payment has already been debited, the full amount will be credited back to your original method of payment.

5.2 CANCELLATION BY YOU

If you wish to cancel a Booking for a Service, you must provide us with at least 48 hours' notice to avoid being charged a cancellation fee (being the full price of the Fees payable for the Services, excluding any Dog Wash Fees).

Nothing in this clause is intended to limit your rights at law, including any rights you might have under the *Competition and Consumer Act 2010* (Cth).

6 FEES AND PAYMENT

- (a) All Fees are:
 - (i) as displayed and accepted by you at the time of checkout (**Fees**);
 - (ii) in Australian Dollars; and
 - (iii) subject to change without notice prior to your Booking.
- (b) (**Payment obligations**) You must pay the Fees in full at the time of your Booking.
- (c) (**GST**) Unless otherwise indicated, amounts stated on the Website include GST. In relation to any GST payable for a taxable supply by us, you must pay the GST subject to us providing a tax invoice to you.
- (d) (**Card surcharges**) We reserve the right to charge credit card surcharges in the event that payment of the Fees are made using a credit, debit or charge card (including Visa, MasterCard or American Express).
- (e) (**Online payment partner**) We may use third-party payment providers (**Payment Providers**) to collect payment of the Fees. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your Fees.
- (f) (**Pricing errors**) In the event that we discover an error or inaccuracy in the Fees for your Booking, we will attempt to contact you and inform you of this as soon as possible. You will then have the option of booking the Services at the correct Fees or cancelling your Booking. If you choose to cancel your Booking and the Services and the Fees have already been debited, the full amount will be credited back to your original method of payment.

7 VOUCHERS AND DISCOUNT CODES

- (a) We may provide promotional offers and codes offering a discount on the Services (**Voucher**). To use a Voucher, you will need to enter its code at checkout.
- (b) A Voucher may not be applied retrospectively. Vouchers are non-transferrable and cannot be redeemed for cash or credit. Additional terms or conditions may apply and these will be set out on the Voucher.

8 PHOTOGRAPHY AND VIDEOGRAPHY

- (a) In the course of providing the Services, we may take photographs or video recordings of you and/or your Dog.
- (b) From time to time, we may upload such photographs or video recordings to our social media platforms for the sole purpose of promoting our brand and Services.
- (c) If you do not want us to take photos or videos of you or your Dog, please let us know before we provide any Services to you. Otherwise, your acceptance of this agreement (and our privacy policy as in force from time to time) will constitute your consent to us storing, maintaining, using and disclosing (including capturing and sharing) such photos and videos.

9 SUBCONTRACTING

On All Fours Dog Club may subcontract any aspect of providing the Services and the Client hereby consents to such subcontracting.

10 WARRANTIES

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.
- (b) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the Competition and Consumer Act 2010 (Cth) (**ACL**). Under the ACL,

the Client may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.

Part B For When You Browse This Website...

11 ACCESS AND USE OF THE WEBSITE

You must only use the Website in accordance with these terms and any applicable laws, and must ensure that your employees, sub-contractors and any other agents who use or access the Website comply with these terms and any applicable laws.

12 YOUR OBLIGATIONS

You must not:

- (a) copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher or decompile any part or aspect of the Website without the express consent of the Company;
- (b) use the Website for any purpose other than the purposes of browsing, selecting or purchasing Products;
- (c) use, or attempt to use, the Website in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
- (d) use, or attempt to use, the Website in a manner that may interfere with, disrupt or create undue burden on the Website or the servers or networks that host the Website;
- (e) use the Website with the assistance of any automated scripting tool or software;
- (f) act in a way that may diminish or adversely impact the reputation of the Company, including by linking to the Website on any other website; and
- (g) attempt to breach the security of the Website, or otherwise interfere with the normal functions of the Website, including by:
 - (i) gaining unauthorised access to Website accounts or data;
 - (ii) scanning, probing or testing the Website for security vulnerabilities;
 - (iii) overloading, flooding, mailbombing, crashing or submitting a virus to the Website; or
 - (iv) instigate or participate in a denial-of-service attack against the Website.

13 INFORMATION ON THE WEBSITE

- (a) While we make every effort to ensure that the information on the Website is as up-to-date and accurate as possible, you acknowledge and agree that we do not (to the maximum extent permitted by law) guarantee that:
 - (i) the Website will be free from errors or defects (or both, as the case may be);
 - (ii) the Website will be accessible at all times;
 - (iii) messages sent through the Website will be delivered promptly, or delivered at all;
 - (iv) information you receive or supply through the Website will be secure or confidential; and
 - (v) any information provided through the Website is accurate or true.
- (b) We reserve the right to change any information or functionality on the Website by updating the Website at any time without notice, including product descriptions, prices and other Website Content.

14 INTELLECTUAL PROPERTY

- (a) The Company retains ownership of the Website and all materials on the Website (including text, graphics, logos, design, icons, images, sound and video recordings,

pricing, downloads and software) (**Website Content**) and reserves all rights in any intellectual property rights owned or licensed by it not expressly granted to you.

- (b) You may make a temporary electronic copy of all or part of the Website for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Website or any Website Content without prior written consent from the Company or as permitted by law.
- (c) In this clause 14, "**intellectual property rights**" means all copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of these terms both in Australia and throughout the world.

15 **THIRD PARTY TERMS AND CONDITIONS**

- (a) You acknowledge and agree that third party terms & conditions (**Third Party Terms**) may apply.
- (b) You agree to any Third Party Terms applicable to any third party goods and services, and the Company will not be liable for any loss or damage suffered by you in connection with such Third Party Terms.

16 **LINKS TO OTHER WEBSITES**

- (a) The Website may contain links to other websites that are not our responsibility. We have no control over the content of any linked websites, and we are not responsible for that content.
- (b) Inclusion of any linked website on the Website does not imply our approval or endorsement of the linked website.

17 **SECURITY**

The Company does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Website. You should take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference.

18 **REPORTING MISUSE**

If you become aware of misuse of the Website by any person, any errors in the material on the Website or any difficulty in accessing or using the Website, please contact us immediately using the contact details or form provided on our Website.

Part C Liability And Other Legal Terms

19 LIABILITY

- (a) **(Liability)** To the maximum extent permitted by applicable law, On All Fours Dog Club limits all liability in aggregate of all claims to the Client (and any third parties who encounter the services or goods through the Client's business) for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this agreement or any goods or services provided by the On All Fours Dog Club to the amount paid by the Client to On All Fours Dog Club in the most recent Booking preceding the date of the event giving rise to the relevant liability.
- (b) **(Indemnity)** The Client indemnifies On All Fours Dog Club and its employees, contractors and agents in respect of all liability for any claim(s) by any person (including any third party who encounter the services or goods through On All Fours Dog Club's business) arising from the Client's or the Client's employee's, client's, contractor's or agent's:
 - (i) breach of any term of this agreement;
 - (ii) negligent, wilful, fraudulent or criminal act or omission; or
 - (iii) use of any goods or Services provided by On All Fours Dog Club.
- (c) **(Consequential loss)** To the maximum extent permitted by law, under no circumstances will On All Fours Dog Club be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this agreement or any goods or services provided by On All Fours Dog Club (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)).

20 IF THE PARTIES HAVE A DISPUTE

- (a) If an issue between the parties arises under this agreement that cannot be resolved day-to-day, the parties will make genuine efforts in good faith to participate cooperatively in mediation, at equal shared expense of the parties.
- (b) The parties will conduct mediation through the Australian Disputes Centre (**ADC**) and in accordance with the ADC's Guidelines for Commercial Mediation (as current at the time of the dispute).
- (c) The parties will follow the mediator's recommendations on the extent of mediation required, and when to stop mediation if the issue cannot be resolved.
- (d) If mediation does not resolve the issue, the parties must:
 - (i) if they haven't already done so, engage independent legal representation at their own expense to understand the strength of their arguments; and
 - (ii) based on that advice, if settlement is not achieved, participate in arbitration (or other dispute resolution mechanism agreed in mediation) through the ADC at equal shared expense.
- (e) The parties will follow the binding outcome of arbitration (or other agreed mechanism).
- (f) Either party may at any time during this process make an offer for settlement. The parties acknowledge and agree it is in their best interests to properly consider all genuine settlement offers. The parties will use best endeavours to avoid litigation and reach a prompt settlement.
- (g) The process in this clause does not apply where a party requires an urgent injunction.

21 FORCE MAJEURE

- (a) A '**Force Majeure Event**' means any occurrence beyond the control of the Affected Party which prevents the Affected Party from performing an obligation under this agreement (other than an obligation to pay money), including any:

- (i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
- (ii) strike or other industrial action;
- (iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
- (iv) decision of a government authority in relation to COVID-19, or other epidemic or pandemic,

to the extent the occurrence affects the Affected Party's ability to perform the obligation.

- (b) If a party (**Affected Party**) becomes unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to a Force Majeure Event, the Affected Party must give to the other party prompt written notice of:
 - (i) reasonable details of the Force Majeure Event; and
 - (ii) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.
- (c) Subject to compliance with clause 21(b), the relevant obligation will be suspended during the Force Majeure Event to the extent that the obligation is affected by the Force Majeure Event.
- (d) The Affected Party must use its best endeavours to overcome or remove the Force Majeure Event as quickly as possible and resume performing the relevant obligation.

22 NOTICES

- (a) Any notices required to be sent under this agreement must be sent via email using the party's email addresses set out in the Booking Form and the email's subject heading must refer to the name and date of this agreement.
- (b) If no email address is stated in this agreement, the notice may be sent to the email address most commonly used by the parties to correspond in relation to this agreement at the time the notice is sent.
- (c) The notice will be considered to be delivered 24 hours after it was sent, unless the sender has reason to believe the email failed to send or was otherwise not delivered or received.

23 GENERAL

23.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

23.2 BUSINESS DAYS

If the day on which any act is to be done under this agreement is a day other than a Business Day, that act must be done on or by the immediately following Business Day except where this agreement expressly specifies otherwise.

23.3 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

23.4 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

23.5 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

23.6 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

23.7 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

23.8 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

23.9 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(currency)** a reference to \$; or “dollar” is to Australian currency;
- (c) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (d) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (f) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (h) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (i) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (j) **(includes)** the word “includes” and similar words in any form is not a word of limitation; and
- (k) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.

DEFINITIONS

In these terms, the following words and phrases have the following meaning:

Term	Meaning
Booking Form	The booking form completed via our Website relating to the Services to be performed by On All Fours Dog Club.
Business Day	A day (other than a Saturday, Sunday or any other day which is a public holiday) on which banks are open for general business in Sydney.
Dog	Means your dog as identified in the Booking Form.
Fees	The fees for the Services set out in the Booking Form.
Personnel	Employees, secondees, agents and subcontractors (who are individuals), including employees and contractors (who are individuals) of subcontractors.