

Boarding Agreement

[this "Agreement"]

This Agreement is made between Marathon Homestead Pty Ltd trading as "Cottage Kennels & Cattery" ["CKC"]; "Rothwell Run" ["RR"] and the pet owner(s) (as set out below) [the "Client" – jointly and severally if more than one owner].

RECITALS:

- A. Marathon Homestead Pty Ltd owns and operates the domestic animal boarding facilities CKC & RR which are registered with the Nillumbik Shire Council and the City of Greater Geelong Council respectively. CKC is located at 248 Yan Yean Road, Plenty, Victoria 3090 and RR is located at 135 You Yangs Road, Little River, Victoria 3211 [the "Facility(s)"].
- B. The Client has represented to CKC & RR that the Client is the true legal owner of each pet or pets (as set out in the information provide to CKC & RR by the client) [the "Pet"].
- C. At the Client's request CKC & RR agree to board each Pet during the period [the "Boarding Period"] beginning on the admission date [the "Admission Date"] and ending on the collection date [the "Collection Date"] subject to the following terms:

COTTAGE KENNELS & CATTERY TERMS:

1. Accommodation

- 1.1. CKC offers standard suite boarding (for both dogs and cats) ["Standard Boarding"] and premium-luxury suite boarding for dogs [the "Deck"].
- 1.2. CKC does not warrant to the Client that each Pet will spend the Boarding Period in a specific or particular room of the Facility.
- 1.3. At its complete discretion CKC may relocate a Pet to a different suite or suites within the Facility during the Boarding Period.
- 1.4. In the event that a Pet is relocated from the Deck to Standard Boarding the Client will only pay the fees applicable to the Deck for the period which the Pet spent in the Deck. Standard Boarding rates only shall otherwise apply.
- 1.5. The following conditions apply to the reservation types offered for dogs by CKC:
 - (a) If the Client elects Shared Accommodation they give permission for CKC to pair their dog with one (1) other dog of similar size, age, breed and temperament.
 - (b) If the Client elects Single Accommodation they acknowledge that CKC will keep their dog separate from other dogs at all times.
 - (c) CKC reserves the right to determine a dog's suitability for Shared Accommodation based on breed, behaviour, etc. A list of breeds requiring Single Accommodation can be found on CKC's website (www.cottagekennels.com.au).
 - (d) CKC reserves the right to request a dog completes a Trial Stay prior to any Boarding Period.
 - (e) If the Client owns more than two (2) pets and elects to board them together in Shared (dogs) or Family (cats) Accommodation CKC requires an additional Multiple Pet Waiver signed.
- 1.6. The following conditions apply to the reservation types offered for cats by CKC:
 - (a) All cats from single cat households are housed individually and CKC does not mix cats from different households.
 - (b) If the Client owns multiple cats and elects Family Accommodation they give permission for CKC to house their cats together.

2. Fees and Cancellations

- 2.1. The amount payable by the Client for the Boarding Period is calculated in accordance with this Agreement and at the rates set out at CKC's reception, on CKC's website (www.cottagekennels.com.au) and as amended from time to time [the "Fees"].
- 2.2. The Client must pay all Fees (less any deposit paid) prior to or at the time of admission of each Pet to the Facility.
- 2.3. The Fees are calculated on "a per Pet per day" basis and the Client shall be charged a full day's Fees:
 - (a) for each day of the Boarding Period regardless of the time of admission; but
 - (b) excluding the last day of the Boarding Period if and only if the Client collects the Pet from the Facility before 11:00am.
- 2.4. A continuous Boarding Period which is twenty-eight (28) days or longer shall receive a 10% discount on the Fees payable.
- 2.5. The Client agrees that CKC will not provide any refunds, partial refunds or credits to the Client in the event that the Client collects a Pet before the Collection Date.
- 2.6. In the event a refund is paid, an administration fee of \$10 will be applied and deducted from the refunded amount.

Fees and Cancellations for Standard Boarding

- 2.7. At the time of booking the Client must pay a deposit of \$100.00 per Pet for all Standard Boarding bookings during Peak Periods.
- 2.8. The following special conditions apply to each Pet during the following peak periods ["Peak Periods"]:
 - (a) if any day of the Boarding Period falls on any date between 25 December and 1 January (inclusive) a minimum fourteen (14) day charge shall be payable by the Client;
 - (b) if any day of the Boarding Period falls on any date between 2 January and 15 January (inclusive) a minimum seven (7) day charge shall be payable by the Client;
 - (c) if any day of the Boarding Period falls on any date between 16th January and the end of the January public school holiday period (inclusive) a minimum five (5) day charge shall be payable by the client;
 - (d) if any day of the Boarding Period falls on any date during the Easter period (beginning on Good Friday and ending on Easter Monday) a minimum seven (7) day charge shall be payable by the Client;
 - (e) if any day of the Boarding Period falls on any date during the April public school holiday period a minimum five (5) day charge shall be payable by the Client;
 - (f) if any day of the Boarding Period falls on any date during the June and/or July public school holiday period a minimum five (5) day charge shall be payable by the Client; and/or
 - (g) if any day of the Boarding Period falls on any date during the September and/or October public school holiday period a minimum five (5) day charge shall be payable by the Client.
- 2.9. If the Client cancels a **Standard Boarding** booking during any of the Peak Periods:
 - (a) more than twenty-eight (28) days before the Admission Date – provided that Paragraph 2.8(a) above doesn't apply CKC will refund the deposit; or
 - (b) within twenty-eight (28) days of the Admission Date – CKC will retain the entire deposit.
 - (c) if any day of the Boarding Period falls between 25 December and 1 January (inclusive) CKC will retain the entire deposit;
 - (d) if any day of the Boarding Period falls between 25 December and 1 January (inclusive) a 50% fee of the total boarding fees shall be payable by the Client if the reservation is cancelled within twenty-eight (28) days of the original Admission Date;

Fees and Cancellations for the Deck

- 2.10. At the time of booking the Client must pay a deposit of 50% of the total Fees payable for all bookings for the Deck.
- 2.11. The following special conditions apply to each Pet during the following peak periods ["Peak Periods"]:
 - (a) if any day of the Boarding Period falls on any date between 25 December and 1 January (inclusive) a minimum fourteen (14) day charge shall be payable by the Client;
 - (b) if any day of the Boarding Period falls on any date between 2 January and 15 January (inclusive) a minimum seven (7) day charge shall be payable by the Client;
 - (c) if any day of the Boarding Period falls on any date between 16th January and the end of the January public school holiday period (inclusive) a minimum five (5) day charge shall be payable by the client;
 - (d) if any day of the Boarding Period falls on any date

during the Easter period (beginning on Good Friday and ending on Easter Monday) a minimum seven (7) day charge shall be payable by the Client;

- (e) if any day of the Boarding Period falls on any date during the April public school holiday period a minimum five (5) day charge shall be payable by the Client;
- (f) if any day of the Boarding Period falls on any date during the June and/or July public school holiday period a minimum five (5) day charge shall be payable by the Client; and/or
- (g) if any day of the Boarding Period falls on any date during the September and/or October public school holiday period a minimum five (5) day charge shall be payable by the Client.

2.12. If the Client cancels a booking for the Deck:

- (a) more than twenty-eight (28) days before the Admission Date – provided that Paragraph 2.7(a) above doesn't apply CKC will refund the entire deposit less \$100 per Pet;
- (b) between twenty-eight (28) days and fourteen (14) days (inclusive) before the Admission Date – CKC will retain \$100.00 of the deposit for each Pet; or
- (c) less than fourteen (14) days before the Admission Date – CKC will retain the entire deposit.

3. Inspections

CKC only permits inspections of the Facility at the following times:

- (a) weekdays between 11:00am and 2:00pm (excluding public holidays and Peak Periods); and
- (b) on Saturdays between 11:00am and 2:00pm (excluding days which fall within Peak Periods or during "Long Weekends").
 - (i) Long Weekends refer to Labour Day weekend, Anzac Day, King's Birthday weekend, Melbourne Cup weekend and AFL Grand Final weekend.

4. Excluded Pets

- 4.1. CKC shall not admit a Pet into the Facility if that Pet is:
 - (a) diabetic and/or requires insulin medication; and/or
 - (b) suffering from or is reasonably suspected by CKC to be suffering from an infectious disease.
 - (c) suffering from physical injuries, has open wounds, stitches or bandages, or has had a recent surgical procedure
- 4.2. In accordance with the Government of the State of Victoria's "Code of Practice for the Operation of Boarding Establishments" [the "Code"] CKC shall not admit to the Facility any Pet for boarding which is:
 - (a) in the case of a dog – less than four (4) months old; and/or
 - (b) in the case of a cat – less than three (3) months old - other than in exceptional circumstances.
- 4.3. Notwithstanding anything contained in this Agreement CKC reserves the right to refuse any Pet access to the Facility without reason or ramification.

5. Vaccinations and pet health care

- 5.1. The Client warrants that:
 - (a) each Pet is not known to suffer from nor suspected to be suffering from any infectious disease;
 - (b) all relevant health information in respect of each Pet (including but not limited to health conditions, dietary requirements, illnesses, injuries, special care requirements and any required medical treatment) has been disclosed to CKC and that all such information is complete and accurate;
 - (c) each Pet has had adequate flea treatment not more than one (1) month prior to the Admission Date; and
 - (d) each Pet has had adequate intestinal worm treatment not more than three (3) months prior to the Admission Date.
 - (e) each Pet is registered at their local council and is booked in under the correct breed.
- 5.2. At its complete discretion CKC may cause any Pet which is found to have or which is suspected of having fleas, worms and/or an unclean coat to receive treatment as CKC reasonably considers to be necessary – all at the cost of the Client and the Client fully indemnifies CKC accordingly.
- 5.3. The Client agrees that CKC is not responsible for the maintenance, treatment and/or hygiene of the Pet's coat before, during or after the Boarding Period.
- 5.4. If the Boarding Period is for three (3) or more days each Pet (**dogs only**) will receive a complimentary hydro-bath therapy treatment prior to the Collection Date however CKC at its complete discretion may charge the Client such additional sum as CKC reasonably considers to be necessary if a Pet has a long, thick and/or unclean coat and the Client fully indemnifies CKC accordingly. For the avoidance of doubt

CKC does not provide hydro-bath therapy treatments to cats.

- 5.5. The Client acknowledges that should their Pet require medication it must be provided in the original Veterinary packaging under the correct name of the Pet and that a fee applies for administration.
- 5.6. The Client acknowledges that a daily Premium Diet fee applies to all pets who require a specialised diet or are fussy eaters.
- 5.7. Pursuant to the Code on the Admission Date the Client must present a vaccination certificate which is not more than twelve (12) months old and not less than ten (10) days old ["**Vaccination Certificate**"]:
 - (a) for each dog – a vaccination certificate C5 (Distemper, Hepatitis, Parvovirus, Para Influenza, Bordetella Bronchiseptia); and/or
 - (b) for each cat – a vaccination certificate F3 or F4 (Cat Flu and Feline Enteritis).
- 5.8. Failure to produce a valid Vaccination Certificate for each Pet on the Admission Date shall result in the forfeiture of any Deposit paid by the Client and refusal of admission of that Pet to the Facility.
- 5.9. In the event that a Pet becomes ill or injured during the Boarding Period the Client agrees that:
 - (a) CKC may at its complete discretion seek veterinary treatment for that Pet;
 - (b) any required veterinary treatment may be provided at the Facility or the Pet may be transported to the nearest available and appropriate veterinary clinic;
 - (c) CKC shall have complete discretion to make decisions which shall be deemed to be in the best interests of the Pet; and
 - (d) the Client shall pay all veterinary fees and expenses (including but not limited to any necessary transportation expenses), the veterinary and/or transport service provider may bill the Client directly for those services and the Client fully indemnifies CKC accordingly.

6. Limit of Liability

- 6.1. To the extent permitted by the Australian Consumer law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) the Client agrees that:
 - (a) save to the extent that a Court of competent jurisdiction finds that CKC was negligent CKC shall not be liable for any injury, illness and/or death and/or any loss and/or damage caused to any Pet at any time whether before, during or after the Boarding Period; and
 - (b) CKC shall not be responsible in any way for any loss or damage to property items left with any Pet at the Facility during the Boarding Period (including but not limited to bedding, collars and/or toys).
- 6.2. The Client agrees that the Client shall pay to CKC the full cost of any repairs to and/or the replacement of any property at the Facility which is damaged by a Pet (including but not limited to synthetic grass and/or furniture) and the Client fully indemnifies CKC accordingly.
- 6.3. The Client warrants that failure to disclose any behavioural issues or bite histories to CKC prior to or upon admission will result in:
 - (a) immediate removal of the Pet from the facility; and
 - (b) any medical expenses from resulting bites, scratches, injuries, etc. sustained by a CKC employee, contractor or client by the Pet is the responsibility of the Client and the Client fully indemnifies CKC accordingly.

7. Consent to use digital media

- 7.1. The Client authorises and permits CKC to:
 - (a) photograph and/or record videos of any Pet during the Boarding Period [the "**Digital Content**"]; and
 - (b) to use, copy and/or distribute the Digital Content for any purpose (including but not limited to any promotion, marketing and/or advertising in any form whether on CKC's website, pamphlets and/or social media platforms or elsewhere) [the "**Use**"].
- 7.2. CKC warrants that it shall not identify any Pet or the Client by full name in the Use of the Digital Content unless with the prior written consent of the Client.

8. Collection of each Pet

- 8.1. Unless CKC otherwise agrees the Client shall collect each Pet no earlier than the Collection Date and only during CKC's normal business hours.
- 8.2. Pursuant to Section 65 of the *Domestic Animals Act 1994* (Vic.) [the "**Act**"] CKC holds a lien over each Pet and may retain that Pet beyond the Collection Date until:
 - (a) any and all monies owing to CKC by the Client for each and every Pet have been paid in full (including

but not limited to any amounts owing for additional boarding days incurred due to failure of the Client to comply with this clause); and

- (b) any and all additional expenses reasonably incurred by CKC pursuant to this Agreement have been paid in full.

8.3. The Client agrees that if the Client fails to collect any Pet and/or pay any outstanding monies set out in the previous sub-clause, CKC may dispose of the Pet within 14 days of the service of the Notice on the Client in accordance with Sections 66, 67 & 68 of the Act.

ROTHWELL RUN TERMS:

1. Accommodation

- 1.1. RR offers standard suite boarding (for both dogs and cats) [**Standard Boarding**].
- 1.2. RR does not warrant to the Client that each Pet will spend the Boarding Period in a specific or particular room of the Facility.
- 1.3. At its complete discretion RR may relocate a Pet to a different suite or suites within the Facility during the Boarding Period.
- 1.4. The following conditions apply to the reservation types offered for dogs by RR:
 - (a) If the client elects Shared Accommodation they give permission for RR to pair their dog with one (1) other dog of similar size, age, breed and temperament.
 - (b) If the client elects Single Accommodation they acknowledge that RR will keep their dog separate from other dogs at all times.
 - (c) RR reserves the right to determine a dog's suitability for Shared Accommodation based on breed, behaviour, etc. A list of breeds requiring Single Accommodation can be found on RR's website (www.rothwellrun.com.au).
 - (d) RR reserves the right to request a dog completes a Trial Stay prior to any Boarding Period.
 - (e) If the Client owns more than two (2) pets and elects to board them together in Shared (dogs) or Family (cats) Accommodation RR requires an additional Multiple Pet Waiver signed. The following conditions apply to the reservation types offered for cats by RR:
 - (f) All cats from single cat households are housed individually and RR does not mix cats from different households.
 - (g) If the Client owns multiple cats and elects Family Accommodation they give permission for RR to house their cats together.

2. Fees and Cancellations

- 2.1. The amount payable by the Client for the Boarding Period is calculated in accordance with this Agreement and at the rates set out at RR's reception, on RR's website (www.rothwellrun.com.au) and as amended from time to time [the "**Fees**"].
- 2.2. The Client must pay all Fees (less any deposit paid) prior to or at the time of admission of each Pet to the Facility.
- 2.3. The Fees are calculated on "a per Pet per day" basis and the Client shall be charged a full day's Fees:
 - (a) for each day of the Boarding Period regardless of the time of admission; but
 - (b) excluding the last day of the Boarding Period if and only if the Client collects the Pet from the Facility before 11:00am.
- 2.4. A continuous Boarding Period which is twenty-eight (28) days or longer shall receive a 10% discount on the Fees payable.
- 2.5. The Client agrees that RR will not provide any refunds, partial refunds or credits to the Client in the event that the Client collects a Pet before the Collection Date.
- 2.6. In the event a refund is paid, an administration fee of \$10 will be applied and deducted from the refunded amount.

Fees and Cancellations for Standard Boarding

- 2.7. At the time of booking the Client must pay a deposit of \$100.00 per Pet for all bookings during Peak Periods.
 - (a) The client acknowledges that any reservation over peak periods that does not have a deposit attached to it is not confirmed.
- 2.8. The following special conditions apply to each Pet during the following peak periods [**Peak Periods**]:
 - (a) if any day of the Boarding Period falls on any date between 25 December and 1 January (inclusive) a minimum fourteen (14) day charge shall be payable by the Client;
 - (b) if any day of the Boarding Period falls on any date between 25 December and 1 January (inclusive) a

minimum 50% deposit of the total fees shall be payable by the Client at least twenty-eight (28) days before the Admission Date;

- (c) if any day of the Boarding Period falls on any date between 2 January and 15 January (inclusive) a minimum seven (7) day charge shall be payable by the Client;
- (d) if any day of the Boarding Period falls on any date during the remaining January public school holiday period a minimum five (5) day charge shall be payable by the Client;
- (e) if any day of the Boarding Period falls on any date during the Easter period (beginning on Good Friday and ending on Easter Monday) a minimum seven (7) day charge shall be payable by the Client;
- (f) if any day of the Boarding Period falls on any date during the April public school holiday period a minimum five (5) day charge shall be payable by the Client; and/or
- (g) if any day of the Boarding Period falls on any date during the June and/or July public school holiday period a minimum five (5) day charge shall be payable by the Client;
- (h) if any day of the Boarding Period falls on any date during the September and/or October public school holiday period a minimum five (5) day charge shall be payable by the Client.

2.8. If the Client cancels a **Standard Boarding** booking during any of the Peak Periods:

- (a) more than twenty-eight (28) days before the Admission Date – provided that Paragraph 2.8(a) above doesn't apply RR will refund the deposit; or
- (b) within twenty-eight (28) days of the Admission Date – RR will retain the entire deposit.

3. Inspections

RR only permits inspections of the Facility during the following times:

- (a) weekdays between 11:00am and 2:00pm (excluding Wednesdays, Public Holidays and Peak Periods); and
- (b) on Saturdays and Sundays between 11:00am and 2:00pm (excluding days which fall within Peak Periods or during "**Long Weekends**").
 - (i) Long Weekends refer to Labour Day weekend, Kings Birthday weekend, Melbourne Cup weekend and AFL Grand Final weekend.

4. Excluded Pets

- 4.1. RR shall not admit a Pet into the Facility if that Pet is:
 - (a) diabetic and/or requires insulin medication; and/or
 - (b) suffering from or is reasonably suspected by RR to be suffering from an infectious disease.
 - (c) suffering from physical injuries, has open wounds, stitches or bandages, or has had a recent surgical procedure
- 4.2. In accordance with the Government of the State of Victoria's "*Code of Practice for the Operation of Boarding Establishments*" [the "**Code**"] RR shall not admit to the Facility any Pet for boarding which is:
 - (a) in the case of a dog – less than four (4) months old; and/or
 - (b) in the case of a cat – less than three (3) months old – other than in exceptional circumstances.
- 4.3. Notwithstanding anything contained in this Agreement RR reserves the right to refuse any Pet access to the Facility without reason or ramification.

5. Vaccinations and pet health care

- 5.1. The Client warrants that:
 - (e) each Pet is not known to suffer from nor suspected to be suffering from any infectious disease;
 - (f) all relevant health information in respect of each Pet (including but not limited to health conditions, dietary requirements, illnesses, injuries, special care requirements and any required medical treatment) has been disclosed to RR and that all such information is complete and accurate;
 - (g) each Pet has had adequate flea treatment not more than one (1) month prior to the Admission Date; and
 - (h) each Pet has had adequate intestinal worm treatment not more than three (3) months prior to the Admission Date.
 - (i) each Pet is registered at their local council and is booked in under the correct breed.
- 5.2. At its complete discretion RR may cause any Pet which is found to have or which is suspected of having fleas, worms and/or an unclean coat to receive treatment as RR reasonably considers to be necessary – all at the cost of the

prior written consent of the Client.

8. Collection of each Pet

- 8.1. Unless RR otherwise agrees the Client shall collect each Pet no earlier than the Collection Date and only during RR's normal business hours.
- 8.2. Pursuant to Section 65 of the *Domestic Animals Act 1994* (Vic.) [the "Act"] RR holds a lien over each Pet and may retain that Pet beyond the Collection Date until:
 - (a) any and all monies owing to RR by the Client for each and every Pet have been paid in full (including but not limited to any amounts owing for additional boarding days incurred due to failure of the Client to comply with this clause); and
 - (b) any and all additional expenses reasonably incurred by RR pursuant to this Agreement have been paid in full.
- 8.3. The Client agrees that if the Client fails to collect any Pet and/or pay any outstanding monies set out in the previous sub-clause, RR may dispose of the Pet within 14 days of the service of the Notice on the Client in accordance with Sections 66, 67 & 68 of the Act.

Client and the Client fully indemnifies RR accordingly.

- 5.3. The Client agrees that RR is not responsible for the maintenance, treatment and/or hygiene of the Pet's coat before, during or after the Boarding Period.
- 5.4. If the Boarding Period is for three (3) or more days each Pet (**dogs only**) will receive a complimentary hydro-bath therapy treatment prior to the Collection Date however RR at its complete discretion may charge the Client such additional sum as RR reasonably considers to be necessary if a Pet has a long, thick and/or unclean coat and the Client fully indemnifies RR accordingly. For the avoidance of doubt RR does not provide hydro-bath therapy treatments to cats.
- 5.5. The Client acknowledges that should a Pet require medication it must be provided in the original Veterinary packaging under the correct name of the Pet and that a fee applies for administration.
- 5.6. The Client acknowledges that a daily Premium Diet charge applies to all pets who require a specialised diet or are fussy eaters.
- 5.7. Pursuant to the Code on the Admission Date the Client must present a vaccination certificate which is not more than twelve (12) months old and not less than ten (10) days old [**"Vaccination Certificate"**]:
 - (a) for each dog – a vaccination certificate C5 (Distemper, Hepatitis, Parvovirus, Para Influenza, Bordetella Bronchiseptia); and/or
 - (b) for each cat – a vaccination certificate F3 or F4 (Cat Flu and Feline Enteritis).
- 5.8. Failure to produce a valid Vaccination Certificate for each Pet on the Admission Date shall result in the forfeiture of any Deposit paid by the Client and refusal of admission of that Pet to the Facility.
- 5.9. In the event that a Pet becomes ill or injured during the Boarding Period the Client agrees that:
 - (a) RR may at its complete discretion seek veterinary treatment for that Pet;
 - (b) any required veterinary treatment may be provided at the Facility or the Pet may be transported to the nearest available and appropriate veterinary clinic;
 - (c) RR shall have complete discretion to make decisions which shall be deemed to be in the best interests of the Pet; and
 - (d) the Client shall pay all veterinary fees and expenses (including but not limited to any necessary transportation expenses), the veterinary and/or transport service provider may bill the Client directly for those services and the Client fully indemnifies RR accordingly.

6. Limit of Liability

- 6.1. To the extent permitted by the Australian Consumer law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) the Client agrees that:
 - (a) save to the extent that a Court of competent jurisdiction finds that RR was negligent RR shall not be liable for any injury, illness and/or death and/or any loss and/or damage caused to any Pet at any time whether before, during or after the Boarding Period; and
 - (b) RR shall not be responsible in any way for any loss or damage to property items left with any Pet at the Facility during the Boarding Period (including but not limited to bedding, collars and/or toys).
- 6.2. The Client agrees that the Client shall pay to RR the full cost of any repairs to and/or the replacement of any property at the Facility which is damaged by a Pet (including but not limited to synthetic grass and/or furniture) and the Client fully indemnifies RR accordingly.
- 6.3. The Client warrants that failure to disclose any behavioural issues or bite histories to RR prior to or upon admission will result in:
 - (a) immediate removal of the Pet from the facility; and
 - (b) any medical expenses from resulting bites, scratches, injuries, etc. sustained by a RR employee, contractor or client by the Pet is the responsibility of the Client and the Client fully indemnifies RR accordingly.

7. Consent to use digital media

- 7.1. The Client authorises and permits RR to:
 - (a) photograph and/or record videos of any Pet during the Boarding Period [the "**Digital Content**"]; and
 - (b) to use, copy and/or distribute the Digital Content for any purpose (including but not limited to any promotion, marketing and/or advertising in any form whether on RR's website, pamphlets and/or social media platforms or elsewhere) [the "**Use**"].
- 7.2. RR warrants that it shall not identify any Pet or the Client by full name in the Use of the Digital Content unless with the

DAY USE AGREEMENT – ROTHWELL RUN

- (a) Welcome to Rothwell Run, we are excited to have you and your pets here.
- (b) Please read this Day Use Agreement (“Agreement”), which contains important information about your use of our facilities.
- (c) This Agreement applies to your use of our facilities (“Facilities”) located at 135 You Yangs Rd, Little River VIC 3211, including our private pool, BBQ area, and play-yard.
- (d) This Agreement is between you and Marathon Homestead Pty Limited ABN 94634426645 trading as Rothwell Run (which will be referred to as “we”, “us” or “our” throughout this Agreement). You must agree to the terms of this Agreement in order to use our Facilities. By signing this Agreement, you agree to be bound by the terms set out below.

Facility Rules

- (a) In the interests of the safety and wellbeing of you, your pet, our staff, and our other guests, you must observe the following measures when using our Facilities:
- (b) All dogs must have a current aC5 vaccination, and evidence of this must be provided at reception either on or prior to arrival.
- (c) You are responsible for your dog and its behaviour while using our Facilities. This includes how your dog interacts with other dogs.
- (d) The gate to the pool area must be closed at all times.
- (e) Your dog must always be supervised while in the pool and BBQ areas.
- (f) Your dog must be on a lead while outside the gated pool area.
- (g) No food or glass bottles permitted in the pool area; treats are allowed for dogs.
- (h) No running is permitted around the pool. Please use caution when approaching the edges of the pool as it may be slippery.
- (i) Children must always be under parental supervision and people are not permitted to enter the pool.
- (n) You are required to clean up after your dog using the scoop and bin provided. If you are using the pool area for an extended period of time, please take them out to the allocated area, on lead, for a toilet break.
- (o) All dogs must be rinsed prior to pool access in our bathing facilities. Dogs with a dirty coat must be washed prior to entering the pool, dogs whose coats are likely to shed a lot must also be bathed prior to pool entry.
- (p) For health reasons, dogs in heat, with urinary incontinence, open wounds, or skin lesions will not be permitted in the pool.
- (q) No throwing dogs into the pool.
- (r) If your dog is unable to swim, please make sure you have brought along a life jacket for them or ask our staff about borrowing one for your session.
- (s) If a staff member is concerned at any time about your dog's behaviour or anticipates a potentially dangerous situation, you may be instructed to leave the property.
- (t) If your dog has any health concerns while being on the property, please let a staff member know immediately.
- (u) If your dog has been unwell in the last 48 hours, please reschedule your appointment as your dog will not be permitted in the pool.
- (v) Payment for all bookings is required at the time of booking. If you cancel your appointment within 24 hours, you will forfeit your payment.
- (w) Please refer to the Rothwell Run website for Private Pool Area, BBQ and Play-yard hire fees for allocated time slots.
- (x) You must vacate the booked area, leaving it clean and tidy, at the end of your allocated time slot.
- (y) You are only permitted to using the area you have booked. You are not allowed to explore any other areas.

Your warranties

You warrant that the following is true and correct:

- (a) Any pet that you bring to our Facilities is not known to suffer from and is not suspected to be suffering from any infectious disease.
- (b) All relevant health information in respect of each pet (including but not limited to health conditions, dietary requirements, illnesses, injuries, special care requirements and any required medical treatment) has been disclosed to us and all such information is complete and accurate.
- (c) Any pet that you bring to our Facilities has had adequate flea treatment not more than one (1) month prior to the date that you attend our Facilities.
- (d) Any pet that you bring to our Facilities has had adequate intestinal worm treatment not more than three (3) months prior to the date that you attend our Facilities.

Limitation of liability

To the extent permitted by the Australian Consumer law in Schedule 2 of the Competition and Consumer Act 2010 (Cth) you agree that:

1. Save to the extent that a Court of competent jurisdiction finds that we were negligent, we shall not be liable for any injury, illness and/or death and/or any loss and/or damage caused to you or any other guests or to any pet at any time whether before, during or after you have used our Facilities.
2. We shall not be responsible in any way for any loss or damage to property at our Facilities.

Indemnity and Release

- (a) In consideration of us allowing you to use our Facilities, you agree that you will be solely responsible for your pet and for any loss, harm, damages, personal injuries (including death), sustained by you, your pet, any guest, employee, agent or invitee arising from or related to your presence or your pet's presence at the Facilities.
- (b) You hereby release and indemnify us, keep us indemnified, and agree to hold us harmless, together with any and all of our past or present officers, directors, employees, agents, attorneys, insurers, affiliated companies, successors and assigns, from any and all claims, demands, actions, debts, bills, judgments, or legal proceedings arising from or related to your pet's presence at our Facilities.

Acknowledgement

You acknowledge the following:

- (a) We reserve the right to refuse to accept and/or to evict any animal that we determine, in our sole opinion, may create a hazard or disturb the quiet enjoyment of our guests, employees, or property.
- (b) You must pay to us the full cost of any repairs to and/or the replacement of any property at the Facilities which is damaged by your pet (including but not limited to synthetic grass and/or furniture) and you fully indemnify us accordingly.
- (c) This Agreement contains some important legal terms. These include a release of liability and an indemnity, which are legally binding on you, your heirs and your legal representatives.
- (d) You understand the terms set out in this Agreement.
- (e) You are signing this Agreement voluntarily and without reservation.

Executed as a binding agreement between Cottage Kennels; Rothwell Run and each Client on:

.....
(Date)

SIGNED by Client:

.....
(Signature of Client)

IN THE PRESENCE OF:

.....
(Signature of Witness)

.....
(Name of Witness – please print)

.....
(Usual address of Witness – please print)