



Whitsunday Pet Resort Pty Ltd (ACN 163 053 110)
Contract – Agreement to Terms & Conditions of Board – All Pets

1. This is a contractual agreement between Whitsunday Pet Resort Pty Ltd (the operator) and the pet owner/s or proxy owner or their agent or representative. A copy of which is available for perusal on site and on our website – www.whitsundaypetresort.com.au
2. *By presenting your pet for boarding at Whitsunday Pet Resort Pty Ltd, you the owner, proxy owner, agent or representative are acknowledging that you have read, understood or previously read and understood and agree with our:*
 - **Contract - Agreement to Terms & Condition of Board – All Pets**
 - **Booking Conditions**
 - **Resort Entry Requirements**
3. Whitsunday Pet Resort agrees to exercise its duty of care, in providing the necessities of life as may be required including any medical attention deemed necessary by the operator. This duty extends to the appropriate general care and handling of pets, in a kind, caring manner with priority and compassion.
4. Whitsunday Pet Resort Pty Ltd is also bound by our privacy policy in relation to the handling of information management & security, disclosure and similar. Please ref. to www.whitsundaypetresort.com.au for further details.
5. The owner/s understand that for the safety of all, that a) all dog/s will be **securely** collared (2 finger gap) and on lead (including if carried in) and that b) all cat/s will be crated:- **at all stages of entry to the premises, including arrival, departure, in all car parks and any off site pick up or delivery services**, unless otherwise approved by the operator.
6. The owner/s acknowledges that they are responsible to ensure that their pet's vaccinations a) must meet the specific requirements of Whitsunday Pet Resort, and b) that the vaccinations are current, and c) that their pet is over 5 months of age and has not had or been in contact with a transmittable disease in the past 6 weeks, and d) the original vaccination certificate **MUST** be made available to the operator for sighting, verification and copying on each resort entry.
7. The owner/s has a duty to and **MUST** provide any update and / or disclose to the operator; and any proxy owner, agent or representative - the details in writing of any history or current complaint concerning their pet/s of:
 - a) any medical condition including current veterinary treatment;
 - b) any aggression or attack involving any injury whatsoever to other animals or humans and;
 - c) any potential or history of escape by climbing, digging or otherwise

8. The owner/s recognises that **Whitsunday Pet Resort is a parasite free zone** and acknowledges a holistic veterinary grade approach to tick, flea and worming prevention and control that is recommended by the operator for all pets. The owner may be asked to provide information and details of such prevention/s including their regular administration. The owner also recognises that Whitsunday Pet Resort may provide appropriate options, including veterinary grade parasite control if deemed necessary and at the owner's expense.
9. The owner/s agree to pay the rate of boarding in effect on the date the animal is checked in and as advised or displayed at the operator's premises and prior to the animal leaving the operator's premises.
10. The owner/s acknowledge that balance of any or all payment must be made in full at check-in and that there are no refunds for early pick-ups in the peak period of accommodation and that any other fees or charges that fall due are also to be paid in full before the animal leaves the operator's premises.
11. Unless otherwise advised in writing, the owner/s gives permission, without reward or financial payment for the display of images of their pets for any promotions or Whitsunday Pet Resort marketing campaigns.
12. The owner/s agrees to pay Whitsunday Pet Resort for any veterinary medical consultation, opinion or attention, and all reasonable associated costs incurred by the operator and deemed necessary by Whitsunday Pet Resort in exercising its duty of care owed to your pet/s. In the event of the animal's apparent or serious illness or injury and where the owner cannot be readily contacted the veterinary surgeon's decision in relation to the treatment of the animal shall be final and conclusive.
13. The owner/s understand if all charges are not paid, that within 10 days of such final charges becoming due, the operator has the right to offer the animal for public sale or otherwise rehome or dispose of the animal in any manner which the operator may in its sole discretion deem appropriate with the owner remaining liable for any shortfall in all outstanding charges as well as costs of such sale/disposal of what will then be deemed an abandoned animal.
14. The owner/s acknowledges that whilst all reasonable care is taken, the owner/s understand that they are solely responsible for any and all acts of behaviour (including damage, loss or injury caused by unrestrained, aggressive, excitable or inadequately controlled animals) and including while it is in the custody and or care of the operator and hereby indemnify the operator; and shall keep the operator indemnified to the full extent permitted by law; for any action of the animal which apart from this indemnity may have created or caused any liability for the operator.
15. The owner/s acknowledge that under no circumstances will the operator, or its employee's or agents, be held responsible for Paralysis or other Tick, Canine or Feline Influenza, Injury, Death, Illness, Affliction or Loss, Accident or Damage of any kind whatsoever that may occur to any animal while in the control of the operator.

16. The owner understands that their pet/s are housed at standard rates based on the pets temperament and their social ability to share accommodation. Should your pet be incompatible (entire or unsociable male, perhaps an unsociable or undesexed bitch in season or either side of season) or subsequently prove to be incompatible with others or not a social breed, the owner may be required to pay additional rates, commensurate with loss of kennel space, during our busy and or peak periods. Resort management carefully determines compatibility in sharing of accommodation. Sharing arrangements: a maximum of two pets per accommodation area, with occupants in most instances from the same family. Three pets per accommodation area will generally only occur, if from the same family and are suitably sized.
17. The above is irrespective of any surcharge applied to entire males or bitches in, near, or either side of their 'season'.
18. The owner/s understand that the kennel / cattery reception, entry and discharge of all animals is at all times under the control and direction of the Whitsunday Pet Resort Pty Ltd, including a reasonable right of refusal of entry of any animal, owner, proxy owner, agent or other person and without explanation.
19. The owner, proxy owner, agent or other representative acknowledges that they have ownership, lawful custody and full authority to board the animal that is free of any dispute , all liens and encumbrances as to its ownership & title.
20. The owner/s, proxy owner, agent or other representative certifies as to the accuracy of any information provided to the operator about their pets.
21. Proxy Ownership:
The owner/s undertakes to advise Whitsunday Pet Resort of his or her authorisation in writing of the name, residential address, email address (mandatory) and contact number/s of a proxy owner/s, agent or other representatives for all or any matters, including all associated costs of animal accommodation including reception, collection, discharge and any emergent costs incurred in relation to the animal/s I board with the operator
22. The owner/s, proxy owner, agent or other representative acknowledge that the signing of any Pet Details & Acknowledgment Form or other acknowledgment that they have read, understood, acknowledge and accept these: **a) conditions of boarding numbered 1-22, b) booking conditions and c) resort entry requirements**, causes a contractual agreement. Such contractual agreement shall also create a lien over the animal in favour of the operator which such lien shall continue to exist whilst ever monies are owing to the operator pursuant to this contract, boarding agreement

Please Note:

The Owner can complete the Pet Details & Acknowledgement Form at check in OR bring along a completed Pet Details & Acknowledgment Form for an **express check-in**. The Pet Details & Acknowledgment Form may also be emailed or faxed. Alternatively this form may also be printed & signed.

Owner/s name/s; Proxy Owner; / Agent; OR Representative (please indicate which)

Print: _____

Signature/s: _____ Date: _____

Please note - a signature on this form is NOT REQUIRED - IF the Pet details & Acknowledgement Form is completed & signed.