

CJ's Pet Cabins Boarding Terms and Conditions

Pets on Powell Pty Ltd as Trustee for Pets on Powell Trust trading as CJ's Pet Cabins
ABN 69 407 511 993

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1. About These Terms

1.1 Application of these Terms

These Terms and Conditions apply to all services provided by CJ's Pet Cabins, including but not limited to pet boarding, social interactions and group play, environmental enrichment, exercise, bathing, transport, provision of toys and activities, and any additional services offered by us from time to time.

1.2 Changes to these Terms

We may update these Terms and Conditions from time to time to reflect changes in our services, operational requirements, legal obligations or industry standards.

The version of the Terms and Conditions that applies to your booking will be the version in effect at the time your booking is confirmed.

1.3 Australian Consumer Law

Nothing in these Terms and Conditions excludes, restricts or modifies any rights or remedies that cannot be excluded under the Australian Consumer Law or any other applicable law.

Where a law permits us to limit our liability, our liability will be limited to the maximum extent permitted by that law.

2. Definitions

In these Terms and Conditions:

CJ's Pet Cabins, We, Us or Our: Means Pets on Powell Pty Ltd ACN 672 353 598 in its capacity as trustee for the Pets on Powell Trust, trading as CJ's Pet Cabins, ABN 69 407 511 993.

Owner, You or Your: Means the person making the booking, any person legally responsible for the pet or any entity that is authorised to act on the owner's behalf.

Pet: The dog, cat or other animal identified in the booking.

Services: Includes boarding, transport, enrichment, assessments, additional services, and any other services provided by us.

Social Interaction: Any supervised interaction between a dog and one or more dogs from different owners during their stay, where the owner has opted into social interaction during the booking process. This does not include interactions between pets belonging to the same owner.

Emergency: A situation where immediate action is reasonably required to protect the health, safety or welfare of a pet, person or property.

Veterinary Treatment: Any examination, consultation, procedure, medication, surgery, treatment, transport or veterinary service considered reasonably necessary by a veterinarian or by CJ's Pet Cabins.

Veterinary Clinic: Any veterinarian, animal hospital or veterinary practice.

3. Making a Booking and Admissions

3.1 Accurate Information

You must provide complete, accurate and up-to-date information about your pet when making a booking.

This includes information relating to:

- Age, breed and size;
- sex and reproductive status;
- medical conditions and allergies;
- vaccination history, and medications including flea and parasiticide medications;
- dietary requirements;
- behaviour traits and behavioural history including aggression, reactivity and excessive barking;
- previous escapes or attempts to escape;
- socialisation history; and
- any other information relevant to your pet's care.

We rely on the information you provide when assessing whether we can safely accommodate your pet and provide social interaction services.

3.2 Right to Refuse a Booking or Admission

We reserve the right to refuse, decline, cancel or terminate a booking, or refuse admission of a pet, where we reasonably believe that:

- we cannot safely accommodate the pet;
- the pet may present a risk to staff, visitors or other animals;
- vaccination requirements have not been met;

- relevant information has not been disclosed or information provided is inaccurate or misleading;
- we have conducted a behavioural, temperament, or suitability assessment (including visual observations) and reasonably determine that the pet is unsuitable for our boarding environment;
- the pet appears unwell;
- the pet has a contagious condition; or
- boarding would otherwise be inappropriate or unsafe.

3.3 Emergency Contacts and Contact Details

You are responsible for ensuring that all contact details provided to us remain current throughout the boarding period.

You must provide at least one emergency contact who you authorise to provide instructions and make decisions regarding your pet's care if you are unavailable. The emergency contact must be over 18 years of age.

4. Health Declaration

By making a booking, you confirm that, to the best of your knowledge, your pet:

- is fit to board;
- is eating and drinking normally;
- is free from any known contagious disease;
- has not experienced unexplained vomiting or diarrhoea immediately before boarding;
- has no unexplained coughing or respiratory illness;
- has not been advised to isolate by a veterinarian;
- is not suffering from a condition likely to place other animals at risk; and
- has had any ongoing medical conditions disclosed to us.

If your pet develops signs of illness before their scheduled arrival, you must contact us as soon as possible.

We may ask that your booking be postponed until your pet has recovered or has been cleared by a veterinarian.

5. Owner-Supplied Items and Food

5.1 Personal Belongings

Owners may bring bedding, blankets, toys or other personal items for their pet's comfort.

While reasonable care will be taken, all personal belongings are brought and left at the owner's risk.

Items may become damaged, soiled, chewed, lost or destroyed during normal use and CJ's Pet Cabins accepts no responsibility for such loss or damage except where required by law. We may remove or dispose of items we consider unsafe or unhygienic.

5.2 Owner-Supplied Food

If you choose to provide your pet's own food, you must supply enough for the entire boarding stay. If insufficient food is provided, we may feed a suitable alternative diet.

We reserve the right to temporarily modify your pet's diet where reasonably necessary due to stomach upset, illness, dietary intolerance, or other health-related concerns.

6. Multi-Pet Bookings

Where multiple pets are booked together in the same enclosure, the owner confirms that the pets ordinarily live together, are compatible, and are not known to pose a risk to each other's safety or welfare.

CJ's Pet Cabins may separate, refuse, or require collection of any individual pet where we reasonably believe it is necessary. Charges for other pets in the booking remain payable.

7. Dog Social Interactions

7.1 Participation

Participation in social activities is entirely at the discretion of CJ's Pet Cabins after completion of a temperament assessment and can be withdrawn at any time by us.

Selecting social interaction during the booking process does not guarantee that your dog will participate.

We may decide that separate exercise is more appropriate for your dog's welfare or the safety of others.

7.2 Compatibility Assessments

Before allowing dogs to interact, we may consider factors including:

- information you provide;
- age;
- size;
- temperament;
- confidence;
- play style;
- previous behaviour;
- energy level; and
- the behaviour of other participating dogs.

Dogs may be introduced gradually or not introduced at all if we consider this appropriate.

7.3 Owner Acknowledgement

Owners who choose supervised social interaction acknowledge that doing so increases the inherent risks associated with boarding.

These risks include, but are not limited to:

- scratches;
- minor cuts;
- accidental collisions;
- rough play injuries;
- bites or nips;
- muscle strains;
- stress;
- excitement-related injuries;
- serious injury, complications, or loss of life;
- unpredictable animal behaviour;
- transmission of infectious disease despite appropriate vaccination and hygiene practices; and
- other incidents arising from normal dog behaviour.

7.4 Our Commitment

We take reasonable care to:

- assess compatibility;
- supervise interactions;
- separate dogs where appropriate;
- monitor behaviour; and
- intervene where necessary and safe to do so.

However, no environment involving interactions between dogs can ever be completely risk free.

7.5 Release and Acknowledgement

By selecting the supervised social interaction option during the booking process, you acknowledge the additional inherent risks associated with dog-to-dog interaction.

Subject to your rights under Australian Consumer Law, you agree that CJ's Pet Cabins is not responsible for injury, illness or loss arising solely from the ordinary and inherent risks of appropriately supervised dog socialisation where CJ's Pet Cabins has exercised reasonable care and skill.

8. Payment

8.1 Payment in Full

Unless otherwise agreed by us in writing, full payment must be made on the day the booking is made. We reserve the right to refuse admission where payment has not been received. If payment has not been received by us on the date of booking, your booking may be cancelled.

8.2 Prices

Fees are available through our website, booking system or by contacting us directly. Prices may change from time to time. Any price changes will not affect bookings that have already been confirmed unless additional services are requested after the booking has been made.

8.3 Additional Charges

Additional charges may apply where reasonably necessary, including but not limited to:

- emergency veterinary treatment;
- medications supplied by a veterinarian;

- parasite treatments required during boarding;
- special dietary requirements that we are required to purchase;
- extended stays where collection is delayed;
- additional cleaning required due to illness or unusual circumstances;
- reasonable administrative, recovery or collection costs permitted by law; or
- any other agreed additional services.

Where practical, we will contact you before incurring additional costs. However, this may not always be possible during an emergency.

8.4 Outstanding Accounts

If payment remains outstanding after collection of your pet, we reserve the right to recover the outstanding amount together with any reasonable recovery costs permitted by law.

9. Cancellation and Refund Policy

9.1 Cancellations More Than Seven Days Before Arrival

If you cancel your booking more than seven (7) days before your scheduled arrival date, any amounts paid will be refunded less any payment processing or transaction fees incurred by CJ's Pet Cabins.

9.2 Cancellations & Modifications to Bookings Within Seven Days

Bookings cancelled within seven (7) days of the scheduled arrival date are non-refundable. Any changes made within this period that reduce the booking value, including shortening the stay, removing pets, or cancelling booked services, will not result in a refund or credit for the cancelled portion.

9.3 Exceptional Circumstances

From time to time, exceptional circumstances may arise. At our absolute discretion, we may choose to provide a credit, partial refund or full refund. Nothing in this clause requires us to do so.

9.4 Early Collection

If you choose to collect your pet earlier than the agreed collection date, no refund or credit will generally be provided for unused boarding days.

9.5 Refusal of Admission

Where admission is refused because these Terms and Conditions have not been met, any refund will be determined having regard to the circumstances and any costs already incurred.

10. Vaccination Requirements

10.1 Requirements

Dogs are required to have up-to-date C5 (or equivalent) for the duration of their stay.

Puppies may board 10 days after receiving their final puppy vaccination.

Cats are required to have up-to-date F3 for the duration of their stay. Kittens may board 10 days after receiving their final kitten vaccinations.

Puppies and kittens that have not completed their final vaccination course cannot board unless approved by us in advance.

10.2 Evidence

Current vaccination certificates must be provided before or at the time of admission. If suitable evidence is not provided, we may refuse admission.

We may contact your veterinarian to verify vaccination status or any other relevant medical information.

10.3 No Guarantee Against Disease

Vaccination greatly reduces the likelihood and severity of many infectious diseases.

However, no vaccination provides complete protection. Owners acknowledge that pets living in shared environments may still contract illnesses, including canine cough or other infectious diseases, despite appropriate vaccination, cleaning and biosecurity practices. CJ's Pet Cabins cannot guarantee that pets will not become ill during or after boarding.

11. Parasites

11.1 Owner Responsibilities

Owners should ensure their pets are appropriately treated for fleas, ticks and worms (including intestinal worms) before boarding.

11.2 If Parasites Are Found

If fleas, ticks or other parasites are identified during your pet's stay, or their preventative treatment expires while boarding, we may arrange appropriate treatment. Where reasonably practical, we will contact you first.

11.3 Costs

The cost of any parasite treatment, together with any associated veterinary costs, may be charged to the owner.

12. Undesexed Pets

12.1 Undesexed Pets

Entire male dogs/cats may be boarded provided they can be safely managed and do not present an unacceptable risk to staff or other animals.

Participation in dog social interactions remains at our discretion.

Entire dogs or cats of opposite genders will not be housed together in multi-pet accommodation.

12.2 Females in Season

Female dogs/cats that are in season (on heat) will not be accepted for boarding. Entire females must not board until at least two weeks after all signs of heat have completely ceased.

If a female dog/cat comes into season during their stay, the owner or an authorised person nominated by the owner will be required to collect the dog within 24 hours.

Any additional costs reasonably incurred may be charged to the owner.

13. Medication

13.1 Owner Responsibilities

You must provide:

- all medications in their original packaging or clearly labelled container;
- clear written administration instructions;
- sufficient medication for the entire boarding period; and
- details of any known side effects or special handling requirements.

13.2 Medication Administration

Our staff will administer medications with reasonable care and in accordance with the instructions provided by you or your veterinarian.

While we take reasonable care when administering medication, no manual administration process is completely free from the possibility of human error.

13.3 Medication Changes

If your pet requires additional medication during their stay, we may obtain veterinary advice before administering treatment. Any veterinary or medication costs will be your responsibility.

13.4 Refusal of Medication

We reserve the right to decline administering medications where we reasonably consider the medication, instructions provided, or method of administration to be unsafe, impractical, illegible, or beyond the scope of care that can reasonably be provided in a boarding environment.

We do not administer medications requiring needles, injections, or specialised veterinary procedures. Where possible, we will discuss alternative arrangements with you before admission.

If we are unable to safely administer medication, we will attempt to contact you or your nominated emergency contact to discuss alternative arrangements, which may include veterinary assistance at your expense.

14. Veterinary Treatment

14.1 Veterinary Care

If we reasonably believe your pet requires veterinary treatment, including examination, medication, admission to an animal hospital, or emergency care, we may arrange treatment without first obtaining your approval where delaying treatment could place your pet's health or welfare at risk.

Where practicable, we will attempt to contact you or your nominated emergency contact before significant treatment decisions are made. You authorise your nominated emergency contact to make decisions regarding your pet's care on your behalf if you cannot be reached.

You acknowledge that emergency decisions may need to be made quickly and based on the information available at the time.

If your pet suffers a severe illness, catastrophic injury, or condition resulting in significant suffering, you authorise CJ's Pet Cabins to communicate with the attending veterinarian and assist in facilitating decisions made by the veterinarian regarding your pet's treatment and welfare where:

- immediate treatment is required to prevent unnecessary suffering;

- delaying treatment would seriously compromise your pet's welfare; or
- reasonable attempts to contact you or your emergency contact have been unsuccessful.

This may include emergency surgery, pain relief, supportive care or, in exceptional circumstances, humane euthanasia where a registered veterinarian determines that euthanasia is the most humane option having regard to your pet's welfare and clinical circumstances.

Such decisions will only be made based on professional veterinary advice and where delaying action would likely result in unnecessary suffering.

14.2 Choice of Veterinarian

CJ's Pet Cabins will determine the most appropriate veterinary provider for your pet's care and may seek treatment from any suitable veterinarian or veterinary hospital to ensure timely and appropriate care.

14.3 Veterinary Costs

You agree to reimburse CJ's Pet Cabins for all reasonable veterinary fees, hospital fees, medications, transport costs and associated expenses incurred on behalf of your pet.

14.4 Veterinary Recommendations

Where a veterinarian recommends ongoing treatment, isolation or other management during your pet's stay, we may follow those recommendations where reasonably practicable.

14.5 Liability

You acknowledge that:

- we are not liable for decisions made under clauses 14.1 and 14.2 where those decisions are made in good faith, based on available information, and with reasonable care and skill;
- we are not liable for loss, injury, illnesses, deterioration, complications, death, expenses or outcomes arising from veterinary treatment, veterinary advice, or conditions that existed prior to treatment, except where caused by our failure to exercise reasonable care and skill.

15. Transportation

15.1 Pick-Up and Drop-Off Transportation

Transportation services are subject to availability. Where we provide pick-up or drop-off transportation services, we will take reasonable care when transporting your pet. Pick-up and drop-off times are estimates only and may change due to circumstances outside our

reasonable control, including traffic, delays, accidents, weather, or emergencies. We do not guarantee arrival times. Pick-up and drop-off times should not be relied upon for time-sensitive commitments, including flights, appointments, or other scheduled arrangements.

If the Owner is not available at the agreed time, the pet may be returned to the facility and boarding fees will continue to apply.

The owner must ensure safe access for collection and return.

15.2 Transportation Risks

You acknowledge that transportation involves inherent risks, including injury, illness, stress, or escape. While we will take reasonable care, we cannot guarantee that incidents will not occur during transportation.

15.3 Incidents During Transportation

If your pet is injured or becomes unwell while being transported, we will take reasonable steps to ensure appropriate care is provided. Any veterinary treatment, medication, or related costs remain the owner's responsibility.

16. Collection of Your Pet

16.1 Agreed Collection Date

Your pet should be collected on the agreed collection date and during our published collection hours unless another arrangement has been agreed with us. See Clause 9.4 for early collection of your pet.

16.2 Delayed Collection

If you are unable to collect your pet on the agreed date, please contact us as soon as possible.

Where possible, we will continue to care for your pet, subject to accommodation availability.

Additional boarding fees will apply at our current daily rates.

16.3 Failure to Collect

If your pet is not collected within 3 days of scheduled check-out date we may take the following steps.

- continuing to board your pet at your expense;
- take reasonable steps to arrange alternative care or, where permitted by law, surrender your pet, including contacting relevant authorities, emergency contacts, rescue organisations or other appropriate parties.

You remain responsible for all reasonable costs incurred until responsibility for your pet lawfully transfers to another person or organisation.

You acknowledge that relevant information about you and your pet may need to be disclosed to an appropriate person or organisation where reasonably necessary to arrange transfer of care or surrender of your pet, where permitted by law in accordance with Clause 28.

17. Boarding Risks and Limitation of Liability

17.1 Inherent Risks of Boarding

Pet boarding involves inherent risks that cannot be completely eliminated, even when reasonable care and skill are exercised. These risks may include:

- animals behaving unpredictably, particularly in unfamiliar environments;
- social interactions between dogs, where applicable, as outlined in Clause 7;
- stress-related illness, behavioural changes, or attempts to escape;
- exposure to environmental factors, including weather conditions, insects, wildlife, plants, grass seeds and other natural hazards associated with the boarding environment;
- slips, trips, falls or other accidental injuries;
- interaction with toys, treats, enrichment items or activities, including choking, ingestion of unsuitable materials, gastrointestinal upset, allergic reactions or tooth damage;
- infectious diseases or parasites despite appropriate vaccination, preventative measures and reasonable care; and
- illness, injury, veterinary treatment requirements, death or other unforeseen health complications.

These examples are not exhaustive and do not limit the inherent risks associated with pet boarding.

17.2 Our Responsibility

CJ's Pet Cabins will provide services with due care and skill and take reasonable steps to promote the safety and welfare of all pets in our care.

17.3 Limitation of Liability

To the extent permitted by law and subject to the Australian Consumer Law, you acknowledge and accept the ordinary and inherent risks associated with boarding your pet.

CJ's Pet Cabins is not liable for loss, injury, illness, death or damage arising from those inherent risks where we have exercised reasonable care and skill.

Nothing in these Terms excludes or limits liability arising from our negligence, unlawful acts, failure to exercise due care and skill, or any liability that cannot legally be excluded.

18. Emergencies

18.1 Emergency Decisions

During an emergency we may make decisions without first obtaining your approval where delaying action could place property, your pet, another animal or a person at risk.

18.2 Emergency Transportation

We may transport your pet where reasonably necessary, including in emergency situations such as veterinary treatment, evacuation due to safety risks, or relocation to protect the welfare of your pet.

19. Right to Terminate

We may refuse, suspend, or terminate Services immediately where:

- the pet presents a safety, health, behavioural, or welfare risk;
- the owner breaches these Terms and Conditions;
- fees remain unpaid;
- the pet's needs cannot be safely or appropriately met within our boarding environment; or
- circumstances arise that reasonably require discontinuation of Services.

Where Services are terminated, the owner must arrange immediate collection of the pet upon request.

Failure to collect the pet as required may result in additional boarding fees and may be managed in accordance with the Failure to Collect provisions of these Terms and Conditions in Clause 16.3.

20. Indemnity

You agree to indemnify CJ's Pet Cabins against any reasonable loss, damage, liability or expense arising from:

- inaccurate or incomplete information provided by you;
- failure to disclose your pet's medical or behavioural history;
- injury or damage caused by your pet to another animal, person or property, except where caused by our negligence or breach of law;
- recovery of unpaid fees; or
- any breach of these Terms and Conditions by you.

This indemnity applies only to the extent permitted by law.

21. Force Majeure

Sometimes circumstances occur that are beyond anyone's control.

CJ's Pet Cabins will not be responsible for delays or disruption caused by events beyond our reasonable control, including:

- bushfires;
- floods;
- storms;
- power outages;
- disease outbreaks;
- government directions;
- road closures;
- industrial action;
- acts of terrorism;
- pandemics; or
- any other event that prevents us from operating normally.

Where reasonably practicable, we will keep owners informed of any situation affecting our operations and continue to provide appropriate care for pets already in our custody. If we are unable to continue providing care, we may arrange alternative suitable care or relocation

for pets in our custody.

22. Changes to Our Services

From time to time we may modify our facilities, services, operating procedures or opening hours.

We may also temporarily suspend particular services where reasonably necessary for maintenance, staffing, animal welfare or operational reasons.

23. Governing Law

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

Any dispute arising from these Terms and Conditions will be subject to the jurisdiction of the courts of South Australia.

24. Severability

If any provision of these Terms and Conditions is found to be unlawful, invalid or unenforceable, that provision will be read down or severed to the extent necessary.

The remaining provisions will continue to operate in full.

25. Entire Agreement

These Terms and Conditions, together with the information provided during the booking process, form the agreement between you and CJ's Pet Cabins in relation to the boarding services provided.

They replace any previous verbal or written understandings relating to the same booking.

26. Non-waiver

If CJ's Pet Cabins does not immediately enforce any right or provision under these Terms, this does not mean that we have waived that right or our ability to enforce it in the future.

Any waiver of a provision or breach of these Terms must be provided in writing by an authorised representative of CJ's Pet Cabins. A waiver relating to one breach does not operate as a waiver of any future breach or any other provision of these Terms.

27. Photographs and Social Media

From time to time we may take photographs or videos of pets enjoying their stay.

The booking portal allows you to indicate whether you consent to your pet appearing in our promotional material or social media.

If you choose not to provide consent, we will make reasonable efforts not to include identifiable images of your pet.

All photographs, videos and digital content created by CJ's Pet Cabins remain the property of CJ's Pet Cabins, except where ownership is otherwise required by law.

28. Privacy and Personal Information

CJ's Pet Cabins and its third-party service providers may collect and use personal information provided by owners for purposes associated with operating the business, including managing bookings, communicating with owners, providing pet care services, processing payments, maintaining business records and improving our services.

By providing your information, you consent to CJ's Pet Cabins using and storing this information for these purposes and sharing relevant information with third-party service providers where required to operate the business. These providers may include booking and customer management platforms, payment processors, website providers, marketing and analytics services, cloud storage providers and other business support services.

CJ's Pet Cabins takes reasonable steps to handle personal information appropriately and relies upon third-party providers used by the business to manage information in accordance with their own applicable terms and privacy practices.

Information may be disclosed where required to provide services, comply with legal obligations, protect the safety of pets, owners, staff or others, or operate and improve the business.

By completing a booking, you acknowledge and consent to the collection, use and disclosure of your personal information as described above.

29. Acceptance of Terms and Conditions

Completion of an online booking constitutes acceptance of these Terms and Conditions.

For phone or in-person bookings, these Terms and Conditions will be provided. Proceeding with the booking or presenting your pet for boarding constitutes acceptance of these Terms and Conditions.