Rothwell Run
135 You Yangs Road
Little River VIC 3211
+61 3 5283 1902
www.rothwellrun.com.au

Marathon Homestead Pty Ltd trading as "Rothwell Run"
ABN 94 634 426 645
135 You Yangs Road
Little River, Victoria 3211
Phone: 03 5283 1902
www.rothwellrun.com.au

Boarding Agreement

[this "Agreement**"]**

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

Information sheet

Client information

first name | **surname**

client address

suburb | **postcode**

email address | **client contact number**

Pet information (tick where applicable)

total number of pets

admission date / /

collection date / /

Pet no.	accommodation type single	shared
1.		
2.		
3.		

Pet information continued… (add additional pages if required)

1. **name** | **dog** | **cat** | **age**

breed | **male** | **female** | **desexed**

medical conditions / injuries / illnesses / temperament issues or special needs we should know about:

Pet information continued… (add additional pages if required)

2. **name** | **dog** | **cat** | **age**

breed | **male** | **female** | **desexed**

medical conditions / injuries / illnesses / temperament issues or special needs we should know about:

Pet information continued… (add additional pages if required)

3. **name** | **dog** | **cat** | **age**

breed | **male** | **female** | **desexed**

medical conditions / injuries / illnesses / temperament issues or special needs we should know about:

Signed:
(on behalf of client)

Date:

Signed:
(on behalf of Rothwell Run)

Date:

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

RECITALS:

A. RR owns and operates a domestic animal boarding facility which is registered with the City of Greater Geelong Council and which is located at 135 You Yangs Road, Little River, Victoria 3211 [the "**Facility**"].
B. The Client has represented to RR that the Client is the true legal owner of each pet or pets (as set out in the information sheet above) [the "**Pet**"].
C. At the Client's request RR has agreed 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:

RR 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.

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.

Fees and Cancellations for Standard Boarding

2.6. At the time of booking the Client must pay a deposit of $100.00 per Pet for all bookings during Peak Periods.
2.7. 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 Easter period (beginning on Good Friday and ending on Easter Monday) 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 2.7(a) above doesn't apply RR will refund the entire 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 3:00pm (excluding Wednesdays, 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, Queens 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.
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:

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(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 RR 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.

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 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 two (2) 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. 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).
5.6. 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.
5.7. 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.

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 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 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.

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

……..……..……

SIGNED by Client:

.....
(Signature of Client)
IN THE PRESENCE OF:

.....
(Signature of Witness)

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

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