



HOLLYWOOF *walks*

TERMS AND CONDITIONS

Introduction

These Terms and Conditions (**Agreement**) constitute a legally binding agreement between Hollywoof Walks Pty Ltd ABN 94 683 556 407 (**we, us, our**) and you, the person engaging our services (**Client**).

This Agreement is accepted by the Client upon payment for services and is enforceable as if signed in writing.

By making a booking or payment, you confirm that you have read, understood, and agree to be bound by these Terms and Conditions.

For enquiries, contact us at info@hollywoofwalks.com.au.

Note: Defined terms used throughout this Agreement are set out in clause 14 (Definitions).

1. Membership Subscription Plans

- 1.1 A Membership Subscription Plan is a recurring benefit: it entitles the Client to access a weekly dog walking allowance of up to a specified number of walks per week (**Weekly Allowance**), at a discounted rate compared to our Non-Membership Dog Walking Services. The Client is purchasing this ongoing entitlement, not a fixed or guaranteed number of individual walks, and clauses 1.5 to 1.10 explain how the Weekly Allowance operates, including when a walk is forfeited.
- 1.2 A Membership Subscription Plan requires a minimum commitment of eight (8) consecutive Billing Cycles, starting with the first Billing Cycle (*including where that first Billing Cycle is a part-week*) (**Minimum Commitment Period**). Clients seeking short-term or one-off walks may engage our Non-Membership Dog Walking Services.
- 1.3 After the Minimum Commitment Period, there is no further fixed term. A Membership Subscription Plan commences on the date the Client chooses at sign-up (*either immediately or the following Monday*), is billed weekly in advance every Monday, and renews automatically each Billing Cycle until terminated under clause 1.4, 1.13, 1.14, 1.17, 1.21, 9.1, 9.2 or 13.3.
- 1.4 The Client may cancel a Membership Subscription Plan at any time after the Minimum Commitment Period by written notice (*email or text message*) to info@hollywoofwalks.com.au or 0404 971 876. During the Minimum Commitment Period, the Client may either give notice to take effect at the end of the Minimum Commitment Period (*with weekly billing continuing until then*), or cancel early, in which case the plan's benefits continue until the end of the then-current Billing Cycle and we will charge the remaining balance of the Minimum Commitment Period (*the number of remaining Billing Cycles multiplied by the plan's weekly fee*). To avoid the next Monday's charge, notice must be received by Sunday 5:00pm. The plan remains active until the end of the then-current Billing Cycle, and no refund is given for any unused portion of it.
- 1.5 The Client may request to upgrade or downgrade their Membership Subscription Plan by written notice. Unless we agree otherwise in writing, the change takes effect from the start of the next Billing Cycle. No credit or refund applies to the current Billing Cycle.

- 1.6 The Weekly Allowance renews at the start of each Billing Cycle and does not carry over. Any part of the Weekly Allowance not used within a Billing Cycle is forfeited when that Billing Cycle ends and cannot be redeemed, exchanged or claimed back. The Weekly Allowance (*which our booking platform may describe as included uses or credits*) is not a Credit. This clause does not affect a Credit issued under this clause 1, which is instead dealt with under clause 1.10.
- 1.7 The Client may ask to reschedule a walk within the same Billing Cycle by giving at least twenty-four (24) hours' notice, subject to availability. We may, at our discretion and subject to availability, agree instead to reschedule a walk to the following Billing Cycle or a future Billing Cycle. Where the Client gives at least twenty-four (24) hours' notice and the walk is not rescheduled within the same Billing Cycle, we will issue a Credit for that walk, unless the Client and we agree in writing to reschedule it to a later Billing Cycle. A walk that is cancelled by the Client with less than twenty-four (24) hours' notice, or missed because of the Client, is forfeited, and no Credit, substitution or refund applies.
- 1.8 Where a scheduled walk falls on a public holiday on which we are not operating, we will use reasonable endeavours to reschedule it within the same or following Billing Cycle. If we cannot reschedule it, we will issue a Credit for that walk that can be used at a later date.
- 1.9 Where extreme weather (*including excessive heat, flash flooding, thunderstorms or heavy rainfall*) means we reasonably consider a walk unsafe for pets or walkers, we may modify, shorten or cancel it. We will use reasonable endeavours to reschedule it. If we cannot, we will issue a Credit for any walk cancelled or materially shortened.
- 1.10 A **Credit** represents one (1) walk from the Weekly Allowance that has been saved for use at a later date, rather than a monetary amount. Where this Agreement provides for a Credit, we will add it to the Client's Wallet. A Credit:
- (a) can be redeemed for one (1) walk on a date agreed between the Client and us, subject to availability;
 - (b) has no cash value, is not payable in cash, and is not transferable to another Client;
 - (c) must be redeemed within six (6) months from the date of issue, after which it expires and is forfeited; and
 - (d) is forfeited if we terminate under clause 9.2 or the Client terminates under clause 9.4, unless we agree otherwise.
- 1.11 The Client's **Wallet** is a digital wallet on the Client's account where we track the walking Credits available to the Client. The Client can view their Wallet balance in our booking platform. The Wallet tracks banked walks, not money: it is not a monetary account, does not bear interest, and is not a deposit or stored value facility for the purposes of any financial services law.
- 1.12 The Client must ensure safe and timely access to the premises at the scheduled walk time. If access is not available despite our reasonable attempts to contact the Client, the walk is forfeited and no Credit or refund applies, unless the lack of access was caused by us.
- 1.13 We may suspend or terminate a Membership Subscription Plan immediately if, acting reasonably, we consider the Client's dog unsafe to walk (*for example, due to aggression, illness, or risk to other dogs, walkers or the public*). No refund applies for the remainder of the Billing Cycle already paid.
- 1.14 We may change or cancel any regular Time Slot or schedule for a Group Walk, Weekend Group Walk or Private Dog Walking Service for operational reasons (*including changes to routes, staffing or service areas*) by giving at least four (4) weeks' written notice and, where possible, offering a suitable alternative. If we cannot offer a suitable alternative, or the Client reasonably declines the one offered, the Client may cancel their Membership Subscription Plan by written notice, effective from the date of the change (*including during the Minimum Commitment Period*). We will refund or credit any prepaid walks not delivered after that date.
- 1.15 After the Minimum Commitment Period, the Client may pause their Membership Subscription Plan

by contacting us. A pause must be for whole Billing Cycles, with a minimum of seven (7) days and a maximum of twenty-eight (28) days at a time, and no more than four (4) pauses are permitted in any rolling 12-month period. A pause starts on the date it is requested or on a billing day agreed in advance. During a pause, billing and walks are suspended, and Hollywoof Pack Perks are unavailable. Any unused Weekly Allowance in the Billing Cycle in which the pause starts is forfeited. If a longer pause is needed, we may cancel the plan and allocate the Client's regular Time Slot to another client.

- 1.16 Subject to this Agreement and applicable law, all payments are final and non-refundable. Refunds or Credits are only available where this Agreement expressly provides for them or the law requires. Nothing in this Agreement excludes rights the Client has under the Australian Consumer Law that cannot be excluded. We ask that any dispute about a charge be raised in writing within seven (7) days of the charge so we can investigate promptly.
- 1.17 Clients on an active plan receive Hollywoof Pack Perks, which may include discounted rates on our additional services (*excluding Weekend Group Walk and any other weekend dog walking services*). Pack Perks are applied automatically. Pack Perks do not apply to Dog Sitting Services or Dog Minding Services. No membership discount (*including Hollywoof Pack Perks and any discount on walks beyond the Weekly Allowance*) applies to any walk or Pet Care Visit delivered on a Saturday or Sunday, whatever the service type, and the surcharges in clause 2.7 apply in full. We may vary or withdraw Pack Perks on 14 days' written notice. If a change materially reduces the Client's benefits, the Client may cancel their plan by written notice before it takes effect, including during the Minimum Commitment Period, with no further charge beyond the current Billing Cycle.
- 1.18 The membership terms displayed to the Client in our booking platform when subscribing to a Membership Subscription Plan (**Membership Terms**) form part of this Agreement. The Membership Terms set out the plan's weekly fee, Weekly Allowance, additional pet fee and Hollywoof Pack Perks. If there is any inconsistency between the Membership Terms and this Agreement, the Membership Terms prevail in relation to those plan-specific details, and this Agreement prevails in all other respects.
- 1.19 A Membership Subscription Plan may cover more than one dog from the same household. An additional weekly fee applies for each additional dog, as set out in the Membership Terms. Adding a dog does not increase the Weekly Allowance, which is shared across all dogs on the plan and is not per dog.
- 1.20 By subscribing to a Membership Subscription Plan, the Client authorises us to charge the weekly fee, and any other amount payable under this clause 1, automatically to the payment card saved on the Client's account at the start of each Billing Cycle. The Client must keep their card details current. If the Client chooses to start a Membership Subscription Plan part-way through a week, the first payment is the full weekly fee, the full Weekly Allowance is available for that first part-week and must be used before it renews at the start of the next Billing Cycle, and that part-week counts as the first Billing Cycle. No reduced or pro-rata amount applies.
- 1.21 If a scheduled payment fails, our payment system will automatically retry the payment. During the retry period, the Membership Subscription Plan remains active but is marked as past due. If all retry attempts fail, we may suspend or cancel the plan, and any amount owing remains payable. We will notify the Client of any payment issue, and the Client may update their card details at any time.
- 1.22 Member pricing, including Hollywoof Pack Perks, applies only while a Membership Subscription Plan is active. When the plan ends or is paused, any upcoming bookings made at a member price will be charged at our standard rates.
- 1.23 We may offer Weekend Group Walk as a Membership Subscription Plan billed fortnightly (**Fortnightly Plan**). Despite anything else in this clause 1, for a Fortnightly Plan:
 - (a) each Billing Cycle is a fourteen (14) day period commencing on a Saturday under clause 1.24, and the plan is billed fortnightly in advance;

- (b) references to the Weekly Allowance mean the allowance of walks for each fortnightly Billing Cycle, which renews at the start of each Billing Cycle and does not carry over;
 - (c) references to the weekly fee mean the fortnightly fee set out in the Membership Terms;
 - (d) the Minimum Commitment Period is four (4) consecutive Billing Cycles, starting with the first Billing Cycle; and
 - (e) a pause under clause 1.15 must be for one (1) or two (2) whole Billing Cycles (14 or 28 days).
- 1.24 Despite anything else in this clause 1, for any Membership Subscription Plan for Weekend Group Walk (whether weekly or a Fortnightly Plan):
- (a) each Billing Cycle commences on a Saturday, and the plan is billed in advance at the start of each Billing Cycle;
 - (b) the plan commences on the first Saturday after the Client subscribes (or on the day the Client subscribes, if that is a Saturday) and cannot start part-way through a Billing Cycle;
 - (c) references in this clause 1 to a Monday mean a Saturday; and
 - (d) to avoid the next charge, notice of cancellation must be received by 5:00pm on the Friday before it is due.

2. Payment and Cancellations – Walk Services and Pet Care Visits

- 2.1 Payment for Non-Membership Services is due in full at the time of booking. Membership Subscription Plans are billed weekly in advance under clause 1.3.
- 2.2 We may pre-authorise payment for a Non-Membership Service on the Client's nominated payment method up to seventy-two (72) hours prior to the scheduled Service Date.
- 2.3 The Client may cancel or reschedule a Walk Service or Pet Care Visit by giving at least twenty-four (24) hours' notice by email or text message to info@hollywoofwalks.com.au or 0404 971 876. Notice is effective when sent, unless we tell the Client within 24 hours that we did not receive it.
- 2.4 A Walk Service or Pet Care Visit cancelled with less than twenty-four (24) hours' notice is forfeited and is not eligible for a refund, Credit or rollover, except where clause 1.8 or 1.9 applies.
- 2.5 Where a refund or adjustment is applicable, it will be processed within thirty (30) days.
- 2.6 A **Pet Care Visit** is a Non-Membership service consisting of a stand-alone in-home visit to the Client's premises of up to twenty (20) minutes, for tasks such as feeding, fresh water, toileting, and basic care as agreed with the Client. A Pet Care Visit is booked and charged separately from a Walk Service.
- 2.7 The following surcharges apply to Walk Services and Pet Care Visits:
- (a) a fifteen percent (15%) surcharge applies to a Private Dog Walking Service or Pet Care Visit delivered on a Saturday;
 - (b) a twenty percent (20%) surcharge applies to a Private Dog Walking Service or Pet Care Visit delivered on a Sunday; and
 - (c) a twenty percent (20%) surcharge applies to any Walk Service or Pet Care Visit delivered on a public holiday, or during the Christmas and New Year period (15 December to 15 January).
- 2.8 No surcharge under clause 2.7 applies to Weekend Group Walk services, as Weekend Group Walk is a separate service priced specifically for delivery on a Saturday.
- 2.9 We will give the Client at least four (4) weeks' written notice of any change to the Client's regular Time Slot or schedule for a Walk Service or Pet Care Visit, except where the change is required because of a public holiday, extreme weather or a Force Majeure Event under clause 1.8, 1.9 or 8.

3. Payment and Cancellations – Dog Sitting and Dog Minding Services

- 3.1 A non-refundable deposit of twenty percent (20%) of the total Fee is required to secure a Dog Sitting or Dog Minding booking.
- 3.2 The balance of the Fee must be paid in full no later than the day preceding the scheduled service date. Failure to make payment by this deadline may result in cancellation of the booking without refund of the deposit.
- 3.3 Cancellations made more than seven (7) days prior to the scheduled service date will receive a refund of all fees paid, less the non-refundable deposit.
- 3.4 Cancellations made within seven (7) days of the scheduled service date will forfeit the entire Fee.
- 3.5 A 15% holiday surcharge may be applied to Dog Sitting and Dog Minding Services delivered over public holidays, weekends, or during the Christmas and New Year period (15 December to 15 January).

4. Dog Sitting and Dog Minding Services

Our Two Services

- 4.1 We offer two services delivered by Contractors:
 - (a) **Dog Sitting Services**, where a Contractor looks after the Client's dog at the Contractor's private residence; and
 - (b) **Dog Minding Services**, where a Contractor looks after the Client's dog at the Client's own premises.
- 4.2 The Client must tell us which service they are booking, and we will confirm it in the booking confirmation. Unless a heading says otherwise, the terms in this clause 4 apply to both services. Terms under a heading marked "Dog Sitting Services only" or "Dog Minding Services only" apply only to that service. Clause 3 (*payment and cancellations*) applies to both services.

Contractor Model (Both Services)

- 4.3 Both services are performed by independent contractors (**Contractors**) engaged by us. By booking either service, you acknowledge and agree that:
 - (a) the service will be performed by a Contractor and not by a Hollywoof Walks employee;
 - (b) for Dog Sitting Services, your dog will be cared for at the Contractor's private home, not at a commercial facility, and for Dog Minding Services, your dog will be cared for at your premises; and
 - (c) we act as the booking intermediary and are responsible for selecting, vetting, and managing Contractors on your behalf.
- 4.4 All Contractors are vetted by us prior to accepting any bookings. As a minimum, each Contractor must hold a current National Police Check, maintain public liability insurance with a Care, Custody and Control extension, and, for Dog Sitting Services, have their property assessed as suitable by us before being assigned any dog sitting bookings.
- 4.5 For Dog Sitting Services, we will inform you of the assigned Contractor's first name and suburb prior to the service date. Further Contractor details (*including full name and address*) will be provided once the booking is confirmed and the deposit has been received. For Dog Minding Services, we will tell you the assigned Contractor's name before their first visit.

Vaccination & Health Requirements (Both Services)

- 4.6 All dogs accepted for Dog Sitting or Dog Minding Services must be up to date with core vaccinations, including C5 (*or equivalent*), and must be free of contagious illness at the time of the service. We reserve the right to request evidence of current vaccination prior to confirming a booking. Desexing is not required for every Dog Sitting or Dog Minding booking, but we may require it for a particular booking, depending on the circumstances of that booking.
- 4.7 The Client warrants that their dog is in good general health at the time of drop-off (*for Dog Sitting Services*) or at the start of the booking (*for Dog Minding Services*). If a dog is showing signs of illness, injury, or contagious disease at that time, we reserve the right to refuse the service. In such circumstances, the cancellation terms in clause 3.4 will apply.
- 4.8 Dogs must be treated for fleas and ticks prior to the commencement of any booking. We reserve the right to arrange flea or tick treatment at the Client's cost if evidence of infestation is found at drop-off (*for Dog Sitting Services*) or at the start of the booking (*for Dog Minding Services*).

Pre-Booking Requirements (Both Services)

- 4.9 Prior to the commencement of any booking, the Client must complete a pet information form providing details of their dog's health history, behavioural traits, dietary requirements, emergency veterinary contact, and any special care instructions.
- 4.10 The Client must disclose any known history of aggression, anxiety, resource guarding, or other behavioural conditions. Failure to disclose such information may result in immediate termination of the booking without refund and may give rise to a claim for any loss or damage caused.
- 4.11 Where requested, the Client must attend a meet-and-greet with the assigned Contractor prior to the booking date (*for Dog Minding Services, this may take place at the Client's premises*). We reserve the right to decline a booking following a meet-and-greet if we or the Contractor determine the placement is not suitable.

Standards & Conduct (Both Services)

- 4.12 Contractors are required to provide daily photo and written updates to the Client and to notify us immediately of any incident, accident, illness, or change in the dog's condition during the booking.

Keys and Access (Both Services)

- 4.13 Where we or a Contractor need to enter the Client's premises (*including to collect or return the Client's dog for Dog Sitting Services, or to deliver Dog Minding Services*), the Client must provide a key or access code. Keys will be held securely and returned to the Client upon completion of the booking. We accept no liability for loss arising from the Client's failure to update or change their access credentials following the return of keys.

Emergency Veterinary Care (Both Services)

- 4.14 Clauses 5.8 to 5.12 (*emergency veterinary care*) apply to Dog Sitting and Dog Minding bookings, and references in those clauses to us include the assigned Contractor.
- 4.15 The Contractor may take the dog to the Client's regular veterinary clinic or the closest available veterinary clinic, whichever is more appropriate in the circumstances.
- 4.16 The Contractor must notify us immediately of any veterinary emergency during a booking, and we will keep the Client informed.

Contractor Unavailability (Both Services)

- 4.17 In the event that a Contractor becomes unavailable during a confirmed booking (*for example, due to illness or a personal emergency*), we will use reasonable endeavours to arrange an alternative Contractor or service. If an alternative cannot be arranged, we will notify the Client as soon as practicable and provide a full refund of any fees paid for the affected period.
- 4.18 We will not be liable for any indirect loss arising from Contractor unavailability, including costs incurred by the Client in making alternative arrangements.

Photography and Social Media (Both Services)

- 4.19 By booking a Dog Sitting or Dog Minding Service, the Client consents to us and the assigned Contractor taking photographs and short video clips of the Client's dog for the purpose of providing daily updates to the Client.
- 4.20 We will only use photographs or video of the Client's dog for our social media or marketing purposes with the Client's separate written consent, which the Client may withdraw at any time by written notice.

Dog Sitting Services Only – At the Contractor's Private Residence

- 4.21 Dogs will remain in the Contractor's secure, fenced property at all times except for agreed walks or outings. Dogs will not be left unattended outside.
- 4.22 The number of dogs at the Contractor's property at any one time is subject to the applicable council regulations and the capacity agreed with us. We will not accept bookings that would exceed a Contractor's approved capacity.
- 4.23 Drop-off and collection times must be agreed in advance. The Client must collect their dog by the agreed collection time on the final day of the booking.
- 4.24 Late collection beyond sixty (60) minutes of the agreed collection time, without prior notice and agreement, may incur an additional charge of \$25 per hour or part thereof.
- 4.25 Where the Client fails to collect their dog within twenty-four (24) hours of the agreed collection time and cannot be contacted, we reserve the right to arrange emergency boarding at the Client's cost.

Dog Minding Services Only – At the Client's Premises

- 4.26 Dog Minding Services are provided by a Contractor at the Client's premises, for the times and period agreed at booking. Where we agree to mind a cat or other household pet, references in this clause 4 to the Client's dog include that pet, and the Client must ensure the pet has current vaccinations appropriate to its species.
- 4.27 For Dog Minding Services, the Client must ensure that:
- (a) the premises are safe for the Contractor to enter and remain in, and secure enough to prevent the dog from escaping;
 - (b) food, water, bedding, medication and any other supplies needed for the dog's care are available and clearly identified;
 - (c) any other people, animals or known hazards at the premises during the booking (*including security systems and alarms*) are disclosed before the booking; and
 - (d) written care instructions and emergency contacts are provided before the booking starts.
- 4.28 If a Contractor reasonably considers the premises unsafe or the dog unmanageable, the Contractor may leave and we may suspend or cancel the booking immediately. Where this results from the Client's failure to comply with clause 4.27, fees for the affected period are not refundable.

- 4.29 Contractors will take reasonable care of the Client's premises and property, and will lock and secure the premises when leaving. Subject to clause 6, we are not liable for damage to the Client's premises or property caused by the Client's dog or by any other animal or person at the premises.
- 4.30 The Client is responsible for any injury, loss or damage caused by the Client's dog to the Contractor, any other person or any property during a Dog Minding booking, except to the extent caused by our or the Contractor's negligence.
- 4.31 When taking photographs or video under clause 4.19 at the Client's premises, Contractors will take reasonable care not to capture other people or identifying details of the premises.

5. Risk, Responsibility, and Emergency Care

- 5.1 Clients must complete a pet information questionnaire prior to the commencement of any service. We reserve the right to refuse a service where:
- (a) the questionnaire has not been completed truthfully or accurately;
 - (b) the pet is deemed aggressive, distressed, or otherwise unmanageable at the time of collection, drop-off or the start of the booking; or
 - (c) the Client or any person at the premises engages in abusive or inappropriate conduct toward us or a Contractor.
- 5.2 Where we refuse a service under clause 5.1, we will refund fees paid for services not delivered, unless the refusal results from inaccurate information provided by the Client or the Client's conduct.
- 5.3 We are not qualified veterinary professionals and do not provide medical or veterinary services.
- 5.4 The Client acknowledges that, despite reasonable care and supervision, inherent risks exist in pet handling, including physical injury, illness, and environmental or traffic hazards. The Client accepts these risks in engaging our services.
- 5.5 For Group Walks and Weekend Group Walks, the Client must ensure that their dog:
- (a) is up to date with core vaccinations, including C5 (*or equivalent*), and, if a puppy, has completed its full puppy vaccination course;
 - (b) is desexed, if the dog is over twelve (12) months of age;
 - (c) is up to date with flea, tick and worming treatment; and
 - (d) is free of contagious illness, including kennel cough.
- 5.6 We may request evidence of current vaccination or desexing before the first Group Walk or Weekend Group Walk and at any time after that. The Client must tell us promptly if their dog shows signs of contagious illness or has been exposed to one, and we may exclude the dog from group walking until we are reasonably satisfied it is well.
- 5.7 We may refuse to walk a dog that does not meet clause 5.5 or 5.6. Any walk missed as a result is treated as a walk missed because of the Client, and no refund or Credit applies, unless it is rescheduled under clause 1.7 or 2.3.
- 5.8 If the Client's dog becomes ill or injured while in our care during any service, we will use reasonable endeavours to contact the Client immediately and, if we cannot reach the Client, the emergency contact nominated by the Client.
- 5.9 The Client must nominate an emergency contact in the pet information questionnaire who can make decisions about their dog's veterinary care if the Client cannot be reached, and must keep those details current.
- 5.10 If neither the Client nor the emergency contact can be reached in time, the Client authorises us to seek emergency veterinary treatment for the dog, acting in the dog's best interests, and to approve

treatment costing up to \$500 without further approval. We may approve treatment costing more than \$500 only where the treating veterinarian advises that it is needed to stabilise the dog, relieve suffering, or avoid a serious risk to the dog's health or life, and we will keep trying to contact the Client and the emergency contact.

- 5.11 Without the approval of the Client or the emergency contact, we will only approve treatment needed to stabilise the dog or relieve suffering until the Client can be reached. We will not approve euthanasia unless the treating veterinarian advises that it is necessary to prevent severe and untreatable suffering and neither the Client nor the emergency contact can be reached.
- 5.12 The Client is responsible for all veterinary costs incurred under clauses 5.8 to 5.11, except to the extent caused by our negligence or the negligence of a Contractor. We may pay those costs on the Client's behalf, and the Client must repay us within seven (7) days of our request. We may charge any amount owing to a payment method the Client has saved with us.

6. Limitation of Liability

- 6.1 We will provide the services with due care and skill. Subject to clause 6.4 and to the maximum extent permitted by law, we are not liable for injury, loss or damage to the Client, their pet or any third party, except to the extent caused by our negligence or breach of this Agreement.
- 6.2 Our total aggregate liability to the Client under this Agreement is limited to the total amount of fees actually paid by the Client for the specific service giving rise to the claim.
- 6.3 Where Dog Sitting Services or Dog Minding Services are performed by an independent Contractor, our liability to the Client is limited to losses directly caused by our own negligence in the selection, vetting, or supervision of that Contractor. We are not vicariously liable for the independent acts or omissions of a Contractor.
- 6.4 Nothing in this Agreement excludes or limits our liability for fraud, wilful misconduct, or any liability that cannot be lawfully excluded, including rights available to consumers under the Australian Consumer Law (*Schedule 2 of the Competition and Consumer Act 2010 (Cth)*).

7. Intellectual Property

- 7.1 All intellectual property rights, including written content, photography, video, and branding created by us in connection with the services, remain our sole and exclusive property.
- 7.2 We grant the Client a limited, non-exclusive, non-transferable, revocable licence to use our intellectual property solely for personal, non-commercial purposes in connection with the receipt of the services. No other rights, title, or interest in our intellectual property are granted to the Client.
- 7.3 Nothing in this Agreement affects any rights the Client may have under the Copyright Act 1968 (*Cth*) or other applicable Australian intellectual property laws, including rights of fair dealing.

8. Force Majeure

- 8.1 We will not be liable for any delay or failure to perform our obligations where such delay or failure is caused by events beyond our reasonable control, including but not limited to acts of God, extreme weather, natural disasters, civil unrest, government restrictions, or pandemics (**Force Majeure Event**).
- 8.2 We will notify the Client in writing as soon as reasonably practicable upon becoming aware of a Force Majeure Event affecting the delivery of services.

- 8.3 Where a Force Majeure Event continues for more than three (3) consecutive months, either party may terminate this Agreement by written notice. In such circumstances, we will refund any fees paid for services not yet delivered.
- 8.4 For Membership Subscription Plans, extreme weather affecting individual walks is dealt with under clause 1.9, and this clause 8 applies only to other Force Majeure Events or to weather events that continue beyond the affected walk.

9. Termination

- 9.1 We may terminate this Agreement immediately upon written notice where the Client breaches any material term and fails to remedy that breach within seven (7) days of written notice.
- 9.2 We may terminate this Agreement for convenience by providing the Client with not less than seven (7) days' written notice. Where a Dog Sitting or Dog Minding booking is confirmed at the time of notice, we will use reasonable endeavours to honour or arrange an alternative for that booking before termination takes effect.
- 9.3 We may immediately suspend or cancel a Dog Sitting or Dog Minding booking where the Client has provided inaccurate information about their dog's behaviour or health, or where the dog poses a risk to the Contractor, the Contractor's household, other persons or other animals. The cancellation terms in clause 3.4 will apply.
- 9.4 The Client may terminate this Agreement by written notice if we materially breach it and fail to remedy the breach within seven (7) days of written notice. Where we terminate under clause 9.2, or the Client terminates under this clause 9.4, we will refund any prepaid fees for services not delivered.

10. Governing Law

- 10.1 This Agreement is governed by and construed in accordance with the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

11. Dispute Resolution

- 11.1 If a dispute arises in connection with this Agreement, the party raising the dispute must notify the other party in writing, setting out the nature of the dispute and the resolution sought.
- 11.2 The parties will attempt to resolve the dispute by good-faith negotiation within fourteen (14) days of the written notice.
- 11.3 If the dispute is not resolved within that period, either party may refer the matter to NSW Fair Trading or another appropriate dispute resolution body before commencing legal proceedings.
- 11.4 Nothing in this clause prevents either party from seeking urgent injunctive relief from a court where necessary.

12. Client Warranties

- 12.1 The Client warrants that:
- (a) they have not relied on any representations not set out in this Agreement;
 - (b) they have independently assessed the suitability of the services and accept them as fit for purpose; and
 - (c) all information provided to us (*including information about their dog's health, behaviour, and*

vaccination status) is accurate and complete.

- 12.2 We rely on the accuracy of all information provided by the Client. If, following acceptance of this Agreement, we discover that the Client has provided inaccurate or incomplete information, we reserve the right to terminate this Agreement immediately.

13. Changes to this Agreement

- 13.1 We may change this Agreement or the Membership Terms by giving the Client reasonable written notice, being at least fourteen (14) days' notice for any change to pricing or billing.
- 13.2 Any change to pricing or billing applies only to Billing Cycles or bookings starting after the notice period ends.
- 13.3 If a change is material and to the Client's detriment, the Client may cancel their Membership Subscription Plan by written notice before the change takes effect, including during the Minimum Commitment Period, with no further charge beyond the current Billing Cycle.
- 13.4 Changes to Time Slots and Hollywoof Pack Perks are dealt with under clauses 1.14 and 1.17 respectively.

14. Definitions

Agreement: These Terms and Conditions as accepted by the Client.

Billing Cycle: Each seven (7) day period commencing on a Monday. For a Weekend Group Walk plan, Billing Cycles commence on a Saturday under clause 1.24, and for a Fortnightly Plan, each Billing Cycle is fourteen (14) days under clause 1.23. The first Billing Cycle starts on the day the Membership Subscription Plan commences under clause 1.3 and ends on the following Sunday.

Commencement Date: The date on which this Agreement is accepted by the Client and the legally binding obligations of both parties commence.

Contractor: An independent contractor engaged by us to provide Dog Sitting Services or Dog Minding Services.

Credit: Has the meaning given in clause 1.10.

Dog Minding Services: A service where a Contractor looks after the Client's dog (*and, where we agree, cats or other household pets*) at the Client's premises.

Dog Sitting Services: A service where a Contractor looks after the Client's dog at the Contractor's private residence.

Fee: The monetary consideration payable by the Client for the provision of services.

Force Majeure Event: Has the meaning given in clause 8.1.

Fortnightly Plan: Has the meaning given in clause 1.23.

Group Walk: A dog walking service consisting of up to eight (8) dogs.

Hollywoof Pack Perks: Loyalty benefits available to Clients on an active Membership Subscription Plan, which may include discounted rates on additional services (*excluding Weekend Group Walk and any other weekend dog walking services*). We may vary or withdraw them under clause 1.17. Pack Perks do not apply to Dog Sitting Services, Dog Minding Services, or any Pet Care Visit delivered on a Saturday or Sunday.

Membership Subscription Plan: A recurring dog walking service billed weekly in advance for a specified weekly allowance of walks. A Fortnightly Plan is billed fortnightly under clause 1.23.

Membership Terms: Has the meaning given in clause 1.18.

Minimum Commitment Period: Has the meaning given in clause 1.2.

Wallet: Has the meaning given in clause 1.11.

Non-Membership Dog Walking Services: Casual Private Dog Walking and Group Walk dog walking services booked and paid for individually, otherwise than under a Membership Subscription Plan.

Non-Membership Services: Includes Non-Membership Dog Walking Services, Dog Sitting, Dog Minding (*including cats where agreed*), and Pet Care Visits.

Pet Care Visit: Has the meaning given in clause 2.6.

Private Dog Walking Service: A dog walking service consisting of one (1) dog, or one (1) or more dogs from the same household.

Service Date: The date on which a service is to be delivered.

Time Slot: A scheduled period of up to forty-five (45) minutes to complete a dog walking service, excluding pick-up and drop-off time where applicable. For Weekend Group Walk, a Time Slot is a scheduled period of up to ninety (90) minutes, excluding pick-up and drop-off time where applicable.

Weekend Group Walk: A Group Walk service delivered on a Saturday, offered and priced as a separate service from our regular Group Walk service.