



HOLLYWOOF *walks*

Terms & Conditions

Together these Terms and Conditions constitute a legally binding agreement (“Agreement”) entered into by and between Hollywoof Walks ABN 94 683 556 407 (“Us”, “We”, or “Our”) and you (the “Client”).

This Agreement shall be deemed accepted by the Client upon payment for services and shall be enforceable as if it were signed in writing.

For any enquiries, correspondence may be directed to Info@hollywoofwalks.com.au.

1. Subscription Plans

1.1. There are no fixed-term commitments associated with Subscription Plans. The Subscription Plans shall commence on the Commencement Date, shall be billed monthly in advance, and shall automatically renew each month unless terminated in writing by either party as per Clause 7.

1.2. Subscription Plans are based on a weekly walk allowance and are billed automatically on a monthly basis, on the same calendar day on which the Subscription Plan commenced. A Subscription Plan may be cancelled by the Client at any time by providing written notice via email or text message. The Subscription Plan shall remain active until the end of the then-current Billing Cycle, and no refunds shall be issued for unused portion of that Billing Cycle.

1.3 The Client may request to upgrade or downgrade their Subscription Plan at any time. Any such change will take effect from the Commencement Date of the new Subscription Plan. Where applicable, a pro-rata adjustment will be calculated and a credit adjustment issued for any unused portion of the Billing Cycle under the previous plan. All pro-rata adjustments are calculated on a per-walk basis, determined with reference to an average four (4)-week month.

1.4. Scheduled walks must be utilised within the same calendar month in which they are booked to occur. Missed or cancelled walks may eligible for rollover to subsequent monthly Billing Cycles, at Our sole discretion. We shall

use reasonable endeavours to reschedule the walk within subject to availability.

1.5. Walks that are cancelled, missed, and not rescheduled shall be deemed as forfeited. No credits, substitutions, or refunds shall be issued in respect of forfeited walks.

1.6. In the event that a scheduled walk falls on a public holiday and We are not in operation, We shall use reasonable endeavours to reschedule the walk, subject to availability. Where rescheduling is not feasible, We may, at Our sole discretion apply a credit to the subsequent Billing Cycle.

1.7. Where extreme weather conditions (including but not limited to excessive heat, flash flooding, thunderstorms, or heavy rainfall) affect Our capacity to deliver a service that ensures the safety of the pets or the walker, We reserve the right to modify, shorten, or cancel the affected walk. In such circumstances, We shall use reasonable endeavours to reschedule the walk, subject to availability. If rescheduling is not possible, We may, at Our sole discretion apply a credit to the following Billing Cycle.

1.8. Where a refund or credit adjustment is applicable, such refund or adjustment shall be calculated on a per-walk basis, determined with reference to an average four (4)-week month.

1.8. The Client shall ensure that safe and timely access to their premises is available at the time of the scheduled walk. In the absence of such access, the walk shall be deemed forfeited.

1.9. We reserve the right to suspend or terminate a Subscription immediately if the Client's dog is, in Our sole discretion, considered unsafe to walk. No refunds shall be issued for the remainder of the billing cycle in such circumstances.

1.10. The client acknowledges and agrees that We may adjust, change, or cancel any regular Group Walk or Solo Walk Time Slot to accommodate operational requirements, including (but not limited to) changes to routes, staffing, or service areas. Where this occurs, we will provide at least four (4) weeks' notice, and where possible, offer a suitable alternative. If a suitable alternative cannot be provided, We, at Our sole discretion may apply a refund or credit where applicable, or allow the subscription to conclude at the end of its current term in accordance to clause 7.3.

1.11. The Client may pause their Subscription for a maximum duration of one (1) Billing Cycle per calendar year by providing no less than seven (7) days' prior written notice. During the pause period, billing and walk services shall be suspended. Should the Client require a break longer than this, We reserve the right to cancel the Subscription, and the Client's regular time slot may be allocated to another client. Any benefits provided under the Hollywoof Pack Perks (per clause 1.13) will not be available or accessible during the pause period.

1.12. All payments made under this Agreement are final and non-refundable, except as required by applicable law. Any disputes regarding charges must be submitted in writing within seven (7) days of the charge in question.

1.13. Clients on an active Subscription Plan receive access to Hollywoof Pack Perks , which may include discounted rates on additional services. The Hollywoof Pack Perks discount is applied automatically and is subject to change, withdrawal, or adjustment at any time without notice, at Our sole discretion. No compensation or refund will be provided in relation to any variation, suspension, or removal of the discount.

2. Non-Subscription Services

Payment and Cancellations of Walk Services

2.1. Payment in full is required at the time of booking for all Non-Subscription Walk Services.

2.2. Clients may reschedule their Service within four (4) weeks of the originally scheduled date, provided at least forty-eight (48) hours' written notice is given.

2.3. Notice of rescheduling must be delivered via email or text and shall only be effective upon written confirmation of receipt from Us.

2.4. Cancellations made within forty-eight (48) hours of the scheduled Service shall not be eligible for a refund or rescheduling.

2.5. Where applicable, Any refunds or adjustments will be processed within thirty (30) days.

2.6. Hollywoof Walks may add a 15% holiday surcharge on public holidays, weekends or the Christmas and New Year period commencing 15th December to 15th January.

Payment and Cancellations of Dog Sitting, Dog Minding and Wedding Dog Sitter Services

2.7. A non-refundable deposit of twenty percent (20%) of the total Fee is required to secure a booking for Dog-Sitter Services.

2.8. The balance of the Fee must be paid in full by no later than the day preceding the scheduled Service. Failure to make payment by this deadline may result in cancellation of the Service without refund.

2.9. Cancellations made more than seven (7) days prior to the scheduled Dog-Sitter Service shall receive a refund of all fees paid, less the non-refundable deposit.

2.10. Cancellations made within seven (7) days of the scheduled Dog-Sitter Service shall forfeit the entire Fee.

2.11. Hollywoof Walks may add a 15% holiday surcharge to on public holidays, weekends or the Christmas and New Year period commencing 15th December to 15th January.

3. Risk of Injury to Pets and Others

3.1. Clients are required to complete a pet information questionnaire prior to the commencement of Services.

3.2. We reserve the right to refuse Services if:

3.2.1. The questionnaire is not completed truthfully or accurately.

3.2.2. The pet is deemed to be aggressive, distressed, or otherwise unmanageable upon collection;

3.2.3. The Client or any other person at the premises engages in abusive or inappropriate conduct.

3.3. Where Service is refused under Clause 3.2, any Fees paid shall be non-refundable.

3.4. We are not qualified veterinary professionals and do not provide medical services of any kind.

3.5. In the event of a medical emergency, We shall attempt to contact the Client immediately and arrange for veterinary attention. In the event that the Client cannot be contacted to provide Us with instructions, We reserve the right to use Our judgement and act in the best interest of the pet in question. This may include accessing veterinary services. The Client shall bear all associated costs and shall indemnify Us for any expenses incurred.

3.6. The Client acknowledges and accepts that, despite Our reasonable care and supervision, inherent risks exist in pet handling, including but not limited to physical injury, illness, traffic or environmental hazards.

4. Limitation of Liability

4.1. To the maximum extent permitted by law, We shall not be liable for any injury, loss, damage, or expense sustained by the Client, their pet, or any third party arising out of or in connection with the provision of Services.

4.2. Our total liability under this Agreement shall be limited to the total amount of Fees actually paid by the Client for the relevant Service.

4.3. Nothing in this Agreement shall exclude or limit liability in the event of proven fraud or wilful misconduct.

4.4. This Agreement shall not be construed to exclude any rights or remedies that cannot be lawfully excluded under applicable legislation.

5. Intellectual Property

5.1. All intellectual property rights, including but not limited to written content, photography, video, and branding created by Us in connection with the Services shall remain Our sole and exclusive property.

5.2 Subject to the provisions of applicable Australian intellectual property laws, including but not limited to the Trademarks Act 1995 and its "Fair Use" provisions, the Company hereby grants to the Client a non-exclusive, non-transferable, revocable licence to use the Company's intellectual

property strictly for personal and non-commercial purposes, and solely in connection with the receipt and enjoyment of the Services. No other rights, title, or interest in the intellectual property are granted to the Client under these Terms.

6. Force Majeure

6.1. We shall not be liable for any delay or failure to perform obligations under this Agreement 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, protests, civil riots, government restrictions, or pandemics.

6.2. We shall provide written notice to the Client in the event that a force majeure event has occurred.

6.3. Where a force majeure event continues for more than three (3) consecutive months, either party may terminate this Agreement by written notice.

7. Termination

7.1. We may terminate this Agreement immediately upon written notice in the event that the Client breaches any material term and fails to remedy such breach within seven (7) days of receiving written notice of the breach.

7.2. We may terminate this Agreement at Our sole discretion by providing the Client with not less than one (1) business day's written notice.

7.3. If the client does not agree to a suitable alternative time slot offered in accordance to clause 1.10 (changes to schedule), We may terminate the Client's subscription effective at the end of the current billing cycle. In such cases, no further services will be provided beyond that period.

8. Governing Law

8.1. This Agreement shall be governed by and construed in accordance with the laws of the State of New South Wales, Australia.

9. Client Warranties

9.1. The Client warrants that:

(a) They have not relied on any representations, statements, or inducements not set forth in this Agreement, and

(b) They have independently assessed the suitability of the Services and accept them as fit for purpose.

9.2. We rely upon the accuracy and completeness of all information provided by the Client in entering into this Agreement. If, following the acceptance of this Agreement, We discover that the Client has not provided us with complete, relevant information, We reserve the right at our sole discretion to Terminate this Agreement immediately.

10. Definitions

“Agreement”: This contract between the Client and Hollywoof Walks.

“Client“: The individual engaging Us for Services.

“Fee“: The monetary consideration payable for the provision of Services.

“IP“: All intellectual property including, but not limited to, all existing copyrights, trademarks, designs, and media content and all new IP that may be created by Hollywoof Walks in the future.

“Loss“: Any injury, damage, liability, claim, cost, or expense.

“Services“: The pet care services provided by Us under this Agreement.

“Group Walk“: A Dog Walking service consisting of up to eight (8) dogs.

“Solo Walk“: A dog walking service consisting of one (1) dog and one (1) or more dogs from the same household.

“Time Slot“: A scheduled amount of time of up to forty five (45) minutes to complete a dog walking service (excluding pick-up and drop-off time where applicable).

“Subscription Plan“: A recurring dog walking service billed every calendar month in advance for a specified weekly allocation of walks.

“Non-Subscription Services”: Includes Casual Solo and Group Dog Walking, Dog Sitting, Dog & Cat Minding, Dog Adventures and Wedding Dog Sitting.

“Commencement Date”: The date on which the Agreement is approved, and the legally binding obligations of both parties commence and then remain in force until the Agreement is terminated.

“Billing Cycle”: A period commencing on the first billing date (“Commencement Date”) of the Client’s Subscription Plan and continuing for a period of one (1) month thereafter, and each successive period of one (1) month calculated from that first billing date.

“Booking Date”: A recurring date on which a client books and pays in advance for a service which is to be delivered on a nominated date.

“Service Date”: The date on which a service is to be delivered by Hollywoof Walks.

“Hollywoof Pack Perks”: The loyalty benefits made available from time to time to Clients on an active Subscription Plan. The benefits may include, without limitation, discounted rates on additional services, promotional offers, or other benefits determined by Us in Our sole discretion. The scope, value, and availability of the Hollywoof Pack Perks are subject to change, suspension, or withdrawal at any time without notice.