

# Baark Dog Prahran Pty Ltd

## Terms and Conditions - Pet Business

baarkgroom@gmail.com | +61413902540 | ABN: 39682462228

### 1. Introduction & Acceptance

---

Please read these Terms and Conditions ("Terms") carefully before using any services provided by Baark ("Baark", "us", "we", or "our"). These Terms govern the relationship between Baark and every person who books, uses, or benefits from our services ("Client", "you", or "your"), including any person who drops off, collects, or presents a pet on your behalf.

---

By booking an appointment, making a payment, signing a waiver, dropping off your pet, or otherwise using any of our services, you confirm that you have read, understood, and agree to be bound by these Terms in their entirety. If you do not agree to any part of these Terms, you must not use our services.

---

These Terms apply to all services provided by Baark, whether delivered at our premises, at your home, at a mobile location, or at any other venue. They are designed to ensure a safe, professional, and positive experience for all clients, their pets, and our staff. We reserve the right to refuse service to anyone who does not comply with these Terms.

---

These Terms, together with any signed waivers, booking confirmations, and service-specific agreements, constitute the entire agreement between you and Baark. Any prior verbal or written representations not included in these documents are superseded.

---

### 3. Eligibility, Health & Vaccinations

---

#### Eligibility

By using our services, you confirm that you are at least 18 years of age and are the legal owner or authorised carer of the pet(s) presented for service. You warrant that you have the authority to agree to these Terms on behalf of all members of your household who may present the pet(s) for service. You confirm that your pet is free from any legal restrictions, liens, or court orders that would prevent Baark from providing services.

#### General Health Requirements

All pets must be in good general health and free from contagious diseases, infections, and external and internal parasites at the time of each visit. You must advise Baark of any condition, injury, illness, recent surgery, behavioural change, or special needs affecting your pet before each appointment. Pets that are recovering from surgery should not attend until they have been cleared by a veterinarian.

#### Vaccinations

All dogs must be up to date on core vaccinations, including C3 (distemper, hepatitis, parvovirus) at a minimum. Where the pet will be in contact with other animals (including daycare, boarding, group walking, or training environments), C5 vaccination (which additionally covers parainfluenza and Bordetella/kennel cough) is required. Kennel cough vaccination must be renewed annually or as recommended by your veterinarian.

Puppies must have completed their full primary vaccination course before attending. Pets must be vaccinated at least 10 days before their first visit to allow the vaccine to take effect. It is your responsibility to maintain current vaccination records and to provide updated certificates when requested.

A current vaccination certificate issued by a registered veterinarian must be provided before or at the time of your first appointment and updated annually thereafter. Baark will keep a copy on file. Pets without current proof of vaccination will be refused service and the full service fee may still apply.

### **Parasite Prevention**

All pets must be treated for fleas (monthly), ticks (as recommended for your area), and intestinal worms (every three months) prior to each visit. Pets found to have fleas, ticks, or other parasites upon arrival will be isolated from other animals, and the owner will be contacted for immediate collection. Any flea or parasite treatment administered by Baark will be at the owner's expense. Baark is not liable for parasite transmission between animals despite reasonable precautions.

### **Health Disclosure & Medications**

You must disclose all known medical conditions, allergies, sensitivities, skin conditions, current medications, dietary requirements, and recent surgeries or veterinary procedures that may affect the service or your pet's wellbeing. This disclosure must be made before the first appointment and updated whenever your pet's health status changes.

If your pet requires medication during their visit, you must supply it in the original packaging with clear written dosage instructions, labelled with your pet's name and the prescribing veterinarian's details. Baark will administer medication as instructed but accepts no liability for adverse reactions unless caused by our error in administration. Medications left with Baark that are not collected within 14 days will be disposed of.

### **Right to Refuse**

Baark reserves the right to refuse service to any pet that appears unwell, shows signs of a contagious condition (including but not limited to kennel cough, ringworm, canine parvovirus, or fungal infections), is infested with parasites, or whose condition poses a risk to other animals, clients, or staff. Your pet will be isolated and you will be contacted for immediate collection. The full service fee may still apply where the refusal is due to non-compliance with these health requirements.

## **4. Booking & Scheduling**

---

### **Booking Methods**

Appointments may be booked via the following methods:

- Online booking via our website or booking platform
- Phone
- In person at our premises
- Email

All appointments must be booked in advance. Walk-in appointments are subject to availability and are not guaranteed. A booking is not confirmed until you receive written or electronic confirmation from Baark. Verbal requests or enquiries do not constitute a confirmed booking.

### **Booking Confirmation & Account**

A valid payment method or deposit (where applicable) is required to confirm your booking. By making a booking, you agree that all information provided is accurate and complete. You are responsible for keeping your account details, contact information, and emergency contacts up to date. Baark is not liable for missed communications due to outdated contact information.

### **Drop-off & Collection**

Where applicable, pets must be dropped off and collected at the agreed times. You must ensure your pet is on a lead or in an appropriate carrier when entering and leaving our premises. Pets will only be released to the

registered owner or to persons listed as authorised contacts on your account. If someone other than the registered owner is collecting your pet, you must advise Baark in advance and provide the person's name and contact details.

Late pick-ups may incur additional fees. If your pet has not been collected within one hour of the agreed collection time and Baark has been unable to contact you or your emergency contact, additional care charges may apply at Baark's standard rates. Repeated late collections may result in additional surcharges or restricted booking privileges.

### **Business-Initiated Changes**

Baark reserves the right to cancel, reschedule, or modify any booking due to illness, emergency, staffing, weather conditions, or circumstances beyond our control. Where we cancel or reschedule, we will notify you as soon as practicable and offer an alternative booking at no additional cost. Baark is not liable for any consequential loss arising from a cancelled or rescheduled booking.

## **5. Cancellation & Rescheduling Policy**

---

### **Cancellation Notice**

Cancellations and rescheduling requests must be made at least 24 hours before the scheduled appointment time. You may cancel or reschedule via your online account, by phone, or by email. Cancellations made within the required notice period will not incur any fee.

### **Late Cancellation Fee**

If an appointment is cancelled or rescheduled with less than 24 hours' notice before the scheduled appointment time, the client is liable for a cancellation fee of 100% of the value of the booked service, including any associated booking fees and charges. This fee compensates Baark for the reserved time slot that could have been offered to another client and for costs incurred in preparation for your appointment.

### **No-Shows**

Clients who do not attend their booked appointment without providing adequate notice may be charged a no-show fee at Baark's discretion. Repeated no-shows may result in restricted booking privileges or the requirement to pre-pay for future appointments.

### **Fee Waiver & Business Cancellations**

Baark may waive cancellation or no-show fees at its sole discretion and on a case-by-case basis. Any such waiver does not constitute a waiver of future fees or a modification of this policy.

If Baark needs to cancel or reschedule your appointment due to illness, emergency, staffing, weather, or circumstances beyond our control, we will notify you as soon as possible and offer an alternative booking at no extra cost. No cancellation fee will apply to business-initiated cancellations.

## **7. Payment Terms**

---

### **Payment Timing**

Unless otherwise agreed, payment is due before the service session begins. Payment must be made in full before your pet is released from our care (where applicable). Outstanding invoices or balances must be settled before any future bookings can be confirmed.

## **Payment Processing**

Baark uses Stripe, a PCI-compliant payment processor, to process electronic payments. By making a payment, you agree to Stripe's terms of service ([stripe.com/au/legal](https://stripe.com/au/legal)) and privacy policy ([stripe.com/privacy](https://stripe.com/privacy)). Your payment card details are transmitted directly to Stripe and are not stored by Baark. Stripe may pre-authorise the service fee up to 72 hours before your scheduled appointment. If you cancel within the allowed cancellation period, pre-authorised funds will be released back to your account within 5-10 business days depending on your financial institution.

## **Deposits & Booking Fees**

A deposit is required at the time of booking to secure your appointment. The deposit amount will be advised at the time of booking and will be deducted from the total service cost. Deposits not received within the specified timeframe will result in the booking being released.

Deposits are fully refundable if cancellation notice is provided in accordance with the Cancellation & Rescheduling Policy outlined in Section 5 of these Terms. Deposits for late cancellations or no-shows will be forfeited.

## **Packages & Prepaid Credits**

Where Baark offers prepaid packages or service credits, these are non-transferable, cannot be exchanged for cash, and must be used within the validity period stated at the time of purchase (or 12 months from purchase if no period is stated). Unused credits expire at the end of the validity period and are non-refundable. Packages may be placed on hold for a maximum of 30 days with prior written notice for medical or travel reasons. Package pricing is based on current rates at the time of purchase and is not affected by subsequent price increases during the validity period.

## **Pricing & Rate Reviews**

All prices are quoted in Australian Dollars (AUD) and include GST where applicable. Prices are subject to periodic review and may change without notice. Baark will endeavour to provide reasonable notice of any price increases. Current pricing is available on our website or upon request. Prices quoted at the time of booking are honoured for that booking only. Additional services requested during a visit (e.g. additional treatments, extended care time, or extra supplies) may incur additional charges and will be communicated to you where possible before being applied.

## **Non-Payment & Outstanding Balances**

Baark reserves the right to refuse future services and withhold pets from collection until all outstanding balances are paid in full. Pets will not be released from our care until all charges for the current and any prior visits have been settled. Unpaid balances that remain outstanding for more than 14 days will incur a reminder notice. Balances outstanding for 60 days or more may be referred to a collection agency, and you will be liable for all associated recovery costs, including legal fees and collection charges, in addition to the original debt. Baark reserves the right to charge interest on overdue amounts at the rate of 2% per month.

# **10. Behaviour & Aggression Policy**

---

## **Disclosure Requirements**

You must inform Baark of any known behavioural issues before your first appointment and whenever your pet's behaviour changes. This includes but is not limited to: aggression towards people or other animals, anxiety or fear-based behaviours, reactivity to specific stimuli (e.g. clippers, water, loud noises), biting or snapping history, resource guarding, escape behaviour, and whether your pet has previously been refused service by another provider. Failure to disclose known behavioural issues may result in immediate termination of service and liability for any resulting injury, damage, or cost.

## **Right to Refuse or Discontinue Service**

Baark reserves the right to refuse service or terminate a session immediately if a pet displays behaviour that poses a safety risk to staff, other animals, or the pet itself. We use safe, humane, and positive handling methods to manage pet behaviour during sessions, but the safety of all parties is our primary concern.

## **Bite Incidents & Owner Liability**

If your pet bites or injures any person (including staff, other clients, or members of the public) or any other animal while in our care or on our premises, Baark is required to report the incident to local council and relevant authorities as required by applicable legislation. You, as the pet owner, are fully responsible for all medical costs, veterinary costs, lost wages, property damage, and any other expenses arising from an incident caused by your pet.

## **Entry & Exit Requirements**

All pets must be on a lead, harness, or in a secure carrier when entering and leaving our premises or being presented for service. Pets must not be allowed to approach other animals or people without the staff member's express permission. You are responsible for controlling your pet at all times while on our premises. Baark may refuse entry to any pet that is not adequately restrained.

## **11. Emergency Medical Care**

---

### **Emergency Protocol**

In the event that your pet is injured, becomes ill, or experiences a medical emergency while in our care, Baark will follow this protocol:

- Administer appropriate first aid to stabilise the situation
- Attempt to contact you immediately using the phone numbers on file
- If you are unreachable, attempt to contact your designated emergency contact
- If neither you nor your emergency contact can be reached and the situation is urgent, transport your pet to the nearest veterinary clinic or our nominated veterinary practice for treatment

### **Authorisation & Costs**

By using our services, you authorise Baark to seek emergency veterinary care for your pet if, in our reasonable judgement, such care is necessary and you or your emergency contact cannot be reached in a timely manner. You agree to pay all veterinary and transport costs directly to the veterinary clinic and will not hold Baark liable for any resulting expenses, treatment decisions made by the veterinary clinic, or outcomes of veterinary care.

### **First Aid**

Baark staff are trained to administer basic first aid for minor injuries (e.g. small cuts, nail bleeding, minor scratches). For anything beyond basic first aid, professional veterinary care will be sought. Baark will document any incident and provide you with a written summary.

### **Emergency Contact & Pet Insurance**

You must provide at least two current contact numbers (your own and an emergency contact) and keep them updated at all times. Failure to provide reachable contact information may delay treatment in an emergency. Baark strongly recommends maintaining current pet insurance with emergency cover to protect against unexpected veterinary costs. Baark is not responsible for any costs arising from your lack of insurance coverage.

## 12. Limitation of Liability & Indemnity

---

### Limitation of Liability

To the maximum extent permitted by law (including the Australian Consumer Law under Schedule 2 of the Competition and Consumer Act 2010 (Cth)), Baark, its owners, directors, employees, agents, and contractors shall not be liable for any:

- Indirect, incidental, special, consequential, or punitive damages of any kind
- Loss of profits, revenue, data, goodwill, or anticipated savings
- Injury, illness, or death of any pet, except where directly caused by the proven gross negligence or deliberate misconduct of Baark
- Loss of or damage to personal property (including collars, leads, carriers, clothing, or accessories) brought onto our premises or left in our care
- Pre-existing health conditions, whether known or unknown, discovered or exacerbated during a service
- Behavioural changes, stress reactions, or emotional responses of any pet
- Any loss or damage caused by your pet to third parties, other animals, or property

### Release & Hold Harmless

By using our services, you release and hold harmless Baark, its owners, directors, employees, agents, and contractors from and against any and all claims, demands, actions, damages, losses, costs, expenses (including legal fees), and liabilities of any kind arising from or connected with the provision of our services, your pet's behaviour, your breach of these Terms, or your use of our premises, except where such claim arises from the proven gross negligence or deliberate misconduct of Baark.

### Indemnification

You agree to indemnify, defend, and hold harmless Baark from and against any and all third-party claims, damages, costs, and expenses (including reasonable legal fees) arising from: (a) your pet's behaviour, including any injury caused to staff, other animals, or property; (b) your breach of any provision of these Terms; (c) any inaccurate, incomplete, or misleading information you have provided; or (d) your failure to comply with any applicable law or regulation.

### Insurance

Baark maintains appropriate business insurance, including public liability insurance and professional indemnity insurance. Details of our insurance coverage are available upon written request. This insurance does not extend to cover losses suffered by clients or their pets except where Baark is found to be at fault.

### Consumer Guarantees

Nothing in these Terms is intended to exclude, restrict, or modify any consumer guarantee or right that applies under the Australian Consumer Law or any other applicable law that cannot be excluded, restricted, or modified by agreement. To the extent that Baark's liability cannot be excluded, it is limited (at Baark's option) to re-supplying the service or paying the cost of having the service re-supplied.

## 13. Owner Responsibility

---

### Pet Behaviour & Damage

You are responsible for your pet's behaviour at all times, both on and off Baark's premises. This responsibility extends to any injury your pet causes to our staff, other clients, other animals, or visitors, and any damage your pet causes to our premises, equipment, vehicles, furnishings, or any third-party property.

You agree to compensate Baark for the full cost of repair or replacement of any property damaged by your pet, and for any medical or veterinary costs arising from injuries caused by your pet.

### **Accurate Information**

You are responsible for providing accurate, complete, and up-to-date information about your pet's health, vaccination status, medical conditions, medications, dietary requirements, behavioural history, and any other relevant details. You must notify Baark promptly of any changes to this information. Baark relies on the accuracy of the information you provide and accepts no liability for any adverse outcomes resulting from inaccurate, incomplete, or misleading information.

### **Ownership & Authority**

You confirm that you are the legal owner of the pet(s) or have been duly authorised by the legal owner to present the pet(s) for service and to agree to these Terms on the owner's behalf. You confirm that the pet(s) are free from any legal restrictions, liens, court orders, or disputes that would prevent Baark from providing services. If it is discovered that you are not the legal owner or do not have appropriate authority, Baark reserves the right to refuse or cease service immediately.

### **Authorised Collection**

Pets will only be released to the registered owner or to persons listed as authorised contacts on your account. If you wish for someone else to collect your pet, you must notify Baark in advance with the person's full name and contact number. Baark may require identification from the person collecting the pet. Baark accepts no liability for releasing a pet to a person who has been identified as an authorised contact by the account holder.

### **Abandonment**

If your pet remains uncollected for more than 7 days after the scheduled collection date without contact or communication, and Baark has made reasonable efforts to contact you and your emergency contact, Baark reserves the right to make alternative care arrangements for the pet, including but not limited to placement with a rescue organisation or animal welfare agency. All costs associated with extended care, boarding, veterinary treatment, rehoming, and any administrative costs will be the responsibility of the registered owner and will be pursued as a debt.

## **14. Photography & Media**

---

By using our services, you grant Baark a non-exclusive, royalty-free, perpetual licence to use photographs, videos, and recordings of your pet taken during or in connection with our services for the following purposes:

- Social media channels (including but not limited to Instagram, Facebook, TikTok, and YouTube)
- Our website, blog, and online profiles
- Professional portfolio, including before-and-after comparisons and showcase galleries

All photographs, videos, and recordings taken by Baark or our staff remain the intellectual property of Baark. No compensation or royalty is payable for the use of these images. Your pet's name will not be associated with any image unless you provide express consent.

### **Opting Out**

If you do not wish for your pet to be photographed or featured in any of our materials, please notify Baark in writing prior to the appointment. We respect your preference and will ensure your pet is excluded from any photography or media activities.

---

## 15. Changes to Terms & Conditions

---

Baark reserves the right to update, amend, modify, or replace these Terms and Conditions at any time, at our sole discretion. Changes may be made to reflect changes in our services, pricing, policies, legal requirements, industry standards, or for any other reason we deem appropriate.

---

Changes will take effect from the date they are published on our website or otherwise communicated to clients. The most current version of these Terms will always be available on our website and a printed copy is available upon request at our premises.

---

Your continued use of our services after changes have been published or communicated constitutes your acceptance of the updated Terms and Conditions. If you do not agree with any changes, you must discontinue use of our services and notify Baark in writing. It is your responsibility to review these Terms periodically.

---

Clients will be notified of material changes via email to the address on file. Minor formatting or administrative amendments may be published on our website without individual notification. It is your responsibility to ensure your email address is current.

---

### Rate Reviews

Service pricing is reviewed periodically (typically annually) and may be adjusted to reflect changes in operating costs, market conditions, and service improvements. Price changes will be communicated in advance where practicable and will apply to bookings made after the effective date of the change. Existing confirmed bookings will be honoured at the original quoted price.

## 18. Governing Law & General Provisions

---

### Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of Victoria, Australia, and the Commonwealth of Australia. Any disputes arising from or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Victoria and any courts entitled to hear appeals therefrom.

### Severability

If any provision of these Terms is found by a court of competent jurisdiction to be invalid, unlawful, or unenforceable for any reason, that provision shall be severed from these Terms and the remaining provisions shall continue in full force and effect. The invalid provision shall be replaced with a valid provision that most closely reflects the original intent.

### Entire Agreement

These Terms and Conditions, together with any signed waivers, booking confirmations, and service-specific agreements, constitute the entire agreement between you and Baark and supersede all prior negotiations, representations, warranties, understandings, or agreements (whether written or verbal) relating to the subject matter of these Terms.

### Waiver

No failure or delay by Baark in exercising any right, power, or remedy under these Terms shall operate as a waiver of that right, power, or remedy. A waiver of any particular breach or default does not constitute a waiver of any subsequent or other breach or default.

## Force Majeure

Baark shall not be liable for any failure or delay in performing our obligations under these Terms where such failure or delay results from circumstances beyond our reasonable control, including but not limited to natural disasters, severe weather events, pandemic, government restrictions, power outages, equipment failure, staff illness, or any other event of force majeure.

## Contact Us

For any questions, concerns, complaints, or feedback regarding these Terms and Conditions or our services, please contact Baark:

- Email: [baarkgroom@gmail.com](mailto:baarkgroom@gmail.com)
- Phone: +61413902540
- ABN: 39682462228

**By booking an appointment, making a payment, signing a waiver, dropping off your pet, or otherwise using any services provided by Baark, you confirm that you have read, understood, and agree to these Terms and Conditions in their entirety.**

## 16. Intellectual Property

---

All content on our website, social media channels, booking platforms, and marketing materials, including but not limited to text, graphics, logos, icons, images, photographs, videos, software, and the overall design and arrangement thereof, is the property of Baark or its licensors and is protected by Australian and international intellectual property laws, including the Copyright Act 1968 (Cth) and the Trade Marks Act 1995 (Cth).

---

You may not reproduce, copy, distribute, modify, create derivative works from, publicly display, republish, download, store, or transmit any content from our website or materials without our prior written consent, except for your own personal, non-commercial use (such as printing a copy of your booking confirmation or these Terms for your records).

---

The Baark name, logo, and all related marks, slogans, and service names are trademarks of Baark. You may not use any of these marks without our prior written permission. Unauthorised use may constitute a violation of trademark and other applicable laws.

---

## 17. Privacy & Data Collection

---

Baark collects, uses, and stores personal information in accordance with the Australian Privacy Principles under the Privacy Act 1988 (Cth). We collect personal information solely for the purposes of providing our services, managing bookings, processing payments, communicating with clients, fulfilling our legal obligations, and improving our services.

---

The types of personal information we may collect include your name, address, phone number, email address, payment details (processed and stored by Stripe, not by Baark), pet details (name, breed, age, health information, vaccination records), and booking history. We may also collect information about your interactions with our website and booking platform for the purpose of improving our services.

---

Your personal information will not be sold, rented, or shared with third parties without your consent, except as necessary to: (a) process payments (via Stripe); (b) manage bookings (via our booking platform); (c) comply with legal requirements; (d) protect the safety of any person or animal; or (e) enforce these Terms. We take reasonable steps to protect your personal information from loss, misuse, unauthorised access, disclosure, or alteration.

---

You have the right to access, correct, or request deletion of your personal information at any time by contacting Baark directly. For full details of our data handling practices, please refer to our Privacy Policy, available on our website or upon request.

---