

The Belly Rub Club - Dog Daycare & Training Terms and Conditions

By clicking "Yes" to confirm any booking or service with TBRC Pty Limited, I acknowledge and agree to the following Terms and Conditions:

For dogs over 5 Months, to engage in any type of care from The Belly Rub Club (TBRC), all dogs must be fully vaccinated with C5 Vaccinations, and up to date on all worming, tick and flea treatment and this must be done at least 7 days prior to attending. TBRC will require evidence of record of vaccination when making a booking or arriving for the dog's first day and request up-to-date vaccination certificate annually.

For dogs under 5 months, to engage in a Puppy Daycare or Puppy Pre School all dogs must have had at least their first vaccinations, flea, tick and worming treatment and be free of intestinal parasites. All puppies must have been in their new home for at least 3 days and have appeared healthy during this time. TBRC will require evidence of record of first vaccination when making a booking or arriving for the dogs first day and request up-to-date vaccination certificate annually.

All dogs over 7 months are required to be de-sexed or neutered in order to attend Daycare, unless breed specific authorisation from a vet is obtained. Regardless of this, temperament assessment still applies.

All dogs will be assessed by The Belly Rub Club for suitability for daycare. The assessment will be conducted during the first daycare session. For any dog assessed not to be suitable for daycare, a refund of all pre-paid and unused daycare sessions will be refunded by The Belly Rub Club to the client.

TBRC is unable to accept any breeds that are deemed 'dangerous' according to the NSW Government; including American Pit Bull, Japanese Tosa, Presa Canario, Dogo Argentino and Fila Brasileiro. TBRC has made the decision to only accept small/medium sized breeds and will not accept dogs regardless of breeds that do not pass our temperament test. All owners must accept that their dogs will be in areas with other breeds.

Where a Dog has had a significant injury/illness/surgery within the last 6 months TBRC may require that the owner provide a vet report confirming fit-to-attend and sign disclaimer accepting risks. For admission after a routine surgery (i.e. desexing, dentals, wounds) surgical incisions must be fully healed and the stitches removed (usually completed 14 days post-surgery).

TBRC reserves the right to refuse entry to any dogs as it sees fit.

In the case of an incident with your pet requiring veterinary care (non-emergency or emergency), we will contact you or your emergency contact. Where we are unable to make contact, we will make decisions on your behalf in the best interests of the pet's health. All veterinary care bills incurred will be payable by the owner as per the terms and conditions.

You agree to pay all costs and charges for optional dog services requested by you.

You agree to pay all veterinary costs for your dog incurred during the time the dog is in TBRC's care.

TBRC reserves the right to adjust/change the pet's services where deemed appropriate to ensure the safety and welfare of all dogs in their care.

The owner certifies that they are the sole owner of the pet, free and clear of all liens and encumbrances and you agree to be solely responsible for any and all acts or behaviour, harm or damages that occur to other dogs, people or property resulting from aggressive, dangerous, and unacceptable behaviour including but not limited to biting, scratching and clawing while it is in TBRC's care.

The dog will be released from daycare only to persons named within your customer record including emergency contacts. You must advise in writing naming any other authorised persons to collect your dog to hello@thebellyrubclub.com.au to authorise alternate pick ups.

If a dog is abandoned or not collected from Daycare of an evening TBRC Staff will take the dog for overnight boarding and the client will be charged a \$90 Board & Food charge per night. The Dog can be collected by 9AM the next morning. If not collected the client will incur a Daycare charge for the care of the dog per day.

If a dog is deemed abandoned, such is not collected within 7 Days of the last booked service, TBRC will follow their Abandoned Pet Procedure and has the right to find suitable care for the dog, which may include but not limited to releasing the dog to local council or rehoming groups.

Under no circumstances will TBRC, its employees or agents be responsible for paralysis tick, canine influenza, injury, loss, damage or death of any kind whatsoever, whether or not caused by any negligent act or omission of TBRC, its employees or agents, that may occur to any dog staying at TBRC for any services.

Pre-Paid Daycare Packages are designed for dogs attending daycare on a regular basis and offer discounted pricing in exchange for a commitment to use the allocated visits within the package validity period. Package validity commences from the date of purchase. 5 Day Packages are valid for forty-five (45) days from the date of purchase. 10 Day Packages are valid for sixty (60) days from the date of purchase. 20 Day Packages are valid for ninety (90) days from the date of purchase.

Package purchases expire at 11:59PM on the last day, with Day 1 being the date of purchase, regardless of whether all visits have been used.

Package Expiry – Unused visits expire automatically at the end of the applicable package validity period. Package validity periods cannot be extended, paused, frozen, rolled over, transferred to another account, exchanged for cash, or refunded.

Package Use – Packages are linked to the account holder and may be used by multiple dogs residing within the same household, given they are registered under the same client account.

Bookings & Availability – Purchase of a package does not guarantee availability on any particular day. All bookings remain subject to daily availability and The Belly Rub Club's booking procedures. To maintain structured social groups and appropriate dog-to-handler ratios, The Belly Rub Club reserves the right to limit or refuse attendance requests.

Casual Care – Casual daycare bookings are available for clients requiring flexibility without committing to a package. Casual care is intended for regular clients attending a minimum of three (3) daycare days per calendar month. As places are limited, periodic or infrequent attendance requests may be refused at The Belly Rub Club's discretion.

The Belly Rub Club reserves the right to amend package pricing, package inclusions, package validity periods and attendance requirements at any time. Any changes will not affect packages already purchased.

If you decide to change your billing information, 14-day notice is required. You are responsible for notifying TBRC if your contact details change. Failure to do so has no bearing on any of the terms of this agreement.

You authorise TBRC to arrange a charge to your debit or credit card of any amount we have deemed payable by you as per your bookings. This charge will be made through the Stripe payment processing platform from the credit or debit card nominated by you. It is your responsibility

to ensure that there are sufficient clear funds available in your nominated credit or debit account to allow a payment to be made in accordance with this agreement. If there are insufficient clear funds in your account to meet a debit payment you must arrange for the payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.

It is your responsibility to check your account statement to verify that the amounts debited from your account are correct. If you believe that there has been an error in debiting your account, you should notify us directly as soon as possible by email. If we conclude that your account has been incorrectly debited we will arrange a refund to your account (including interest and charges) accordingly via the Stripe payments platform. We will also notify you in writing of the amount by which your account has been adjusted. If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.

Debt Collection Action- The Customer: a) Authorises TBRC to notify any debt collection or credit reporting agency upon default by the Customer in regard to any obligation to pay under this debit authorisation; b) agrees to immediately pay the full outstanding balance of the remainder of the payments due, including any current arrears, should a default occur prior to this payment request terminating; c) may be liable for any costs associated with the recovery of your overdue account, this may include, but is not limited to the following; legal fees, interest and mercantile agency collection cost.

Cancellation of your Booking Date – Cancellations are required to be done 24 hours prior to your session, failure to do so incurs a \$10 cancellation fee. At TBRCs discretion exceptions may be made for unwell dogs or owners.

Any outstanding balance of any booking is payable upon collection of your dog including any incidentals, add-ons or special services requested during the dogs stay. This will be charged on departure to the owner's credit card on the day of departure or next working day.

You may not transfer your membership to any other dog not named in the original booking contract, unless in the same household & previously assessed for acceptance into The Belly Rub Club

You understand that daycare rates are reviewed periodically and may increase. This is is

regardless of the contracted amount or contract term. Club Members will be notified a minimum of 30 days prior to any such membership rate increase by email.

We reserve the right to modify, alter, or update these terms and conditions at any time without prior notice. It is the customer's responsibility to review our terms and conditions periodically for changes. Your continued use of the service after any modifications indicates acceptance of the updated terms.

By signing these conditions you hereby allow your pet to be photographed and/or filmed, which will occur only at TBRC's premises in a controlled situation. Photographs and/or footage may be used by TBRC for promotional or advertising purposes.

By signing these conditions the owner certifies to the accuracy of all information given about the Dog, and that the owner has provided all relevant information about their Dog and their pet's health.

The owner acknowledges by signing this contract they agree to the above terms and conditions.

Digital assets, Photography, Videography & Digital Media

Terms and Conditions.

By engaging with The Belly Rub Club's services, facilities, events, classes, training programs, community activities, dog walks, VIP events, workshops, open days or any other activities operated, organised or attended by The Belly Rub Club ("TBRC"), you acknowledge and agree that you, your dog(s), and any accompanying persons, children or guests may be photographed, filmed, recorded or otherwise captured in digital media.

Such photographs, videos, recordings and other media may be used by TBRC for marketing, advertising, promotional, educational, editorial, social media, website, printed materials and other business purposes without compensation or further notice.

This consent applies to media captured at TBRC's premises, during off-site activities, public events, community events, organised walks, training sessions, excursions and any other TBRC-related activities.

Should you wish to withdraw consent for the use of images or recordings featuring yourself or your dog, you must notify TBRC in writing via email to hello@thebellyrubclub.com.au in advance. Your request must include your name, your dog's name and the date of the request.

TBRC will take reasonable steps to cease the future use of images and recordings featuring you

or your dog following receipt of your request. However, you acknowledge and agree that:

Content published prior to the withdrawal of consent may remain in circulation.

TBRC is not required to remove historical content already published, printed or distributed.

Your image or your dog's image may appear incidentally or unintentionally in group photographs, videos or event footage.

TBRC cannot control the sharing, reproduction or distribution of content by third parties once it has been published.

Other attendees, members of the public, media organisations or event participants may independently photograph or record events attended by you or your dog.

By attending any TBRC service or event, you grant TBRC a perpetual, royalty-free licence to use, reproduce, edit, publish and distribute any approved photographs, videos and recordings captured in connection with its business activities.

Privacy Policy

TBRC Pty Limit (ABN 50 680 148 912) 'The Belly Rub Club' or 'TBRC' are the owners and publishers of the content contained in this website and their application(s) if any. This Privacy Policy governs the manner in which TBRC collects, uses, maintains and discloses information collected from users (each, a 'User') of the website ('Site'). This privacy policy applies to the Site and all products and services offered by TBRC.

We respect your privacy and are committed to handling your personal information in accordance with the Australian Privacy Principles in the Privacy Act 1988 (Cth). This privacy policy explains how we manage, collect, hold, store, secure, use, dispose of, and disclose your personal information which we collect about you, and how we maintain the quality and security of your personal information.

What is Personal Information?

Personal information is information or an opinion that personally identifies an individual directly or indirectly, whether true or not, and whether recorded in a material form.

Personal identification information

We may collect personal identification information from Users in a variety of ways, including, but not limited to, when Users visit our site, register on the site, subscribe to the newsletter, and in connection with other activities, services, features or resources.

resources we make available on our Site. Users may be asked for, as appropriate, email address. Users may, however, visit our Site anonymously. We will collect personal identification information from Users only if they voluntarily submit such information to us. Users can always refuse to supply personally identification information, except that it may prevent them from engaging in certain Site related activities.

Non-personal identification information

We may collect non-personal identification information about Users whenever they interact with our Site. Non-personal identification information may include the browser name, the type of computer and technical information about Users means of connection to our Site, such as the operating system and the Internet service providers utilised and other similar information.

Web browser cookies

Our Site may use 'cookies' to enhance User experience. User's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. User may choose to set their web browser to refuse cookies, or to alert you when cookies are being sent. If they do so, note that some parts of the Site may not function properly.

How we use any collected information

Providing Products and Services. We use your personal information to provide you with the Services in order to perform our contract with you, including to process your payments, fulfilling your orders, to send notifications to you related to your account, purchases, returns, booking requests or other transactions, to create, maintain and otherwise manage your account, ensuring we are aware of any special requirements (health or otherwise) your pet/s may have, providing you with confirmation of your booking and advising you of any changes to your pet/s booking and to enable you to post reviews

Communicating with you. We use your personal information to provide you with customer support and improve our Services. This is in our legitimate interests in order to be responsive to you, to provide effective services to you, and to maintain our business relationship with you.

Marketing and Advertising. We may use your information for marketing and promotional purposes, such as to send marketing, advertising and promotional communications by email, text message or postal mail, and to show you advertisements for products or services. This may include using

information to better tailor the Services and advertising on our Site and other websites.

Security and Fraud Prevention. We use your personal information to detect, investigate or take action regarding possible fraudulent, illegal or malicious activity. If you choose to use the Services and register an account, you are responsible for keeping your account credentials safe. We highly recommend that you do not share your username, password, or other details with anyone else. If you believe your account has been compromised, please contact us immediately.

If User decides to opt-in to our mailing list, they will receive emails that may include company news, updates, related product or service information, etc. If at any time the User would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email or User may contact us via our Site.

We will assume you consent to management of your personal information in the manner specified in this Privacy Policy (which may change from time to time) and our Privacy Statement until you tell us to the contrary by following the instructions contained in our website or contacting us using our contact details below.

How we protect your information

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorised access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored on our Site.

Sharing your personal information

Your Personal Information may be disclosed in a number of circumstances including to third parties where you consent to the use or disclosure (such as a third party booking portal) or where required or authorised by law.

We may share generic aggregated demographic information not linked to any personal identification information regarding visitors and users with our business partners, trusted affiliates and advertisers for the purposes outlined above.

Third party websites

Our website may contain links to websites that are owned or operated by third parties. You should make your own inquiries as to the privacy policies of these third parties. We are not responsible for information on, or the privacy practices of, such websites. We do not control

the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from our Site. In addition, these sites or services, including their content and links, may be constantly changing. Browsing and interaction on any other website, including websites which have a link to our Site, is subject to that website's own terms and policies.

Anonymity

Where possible, we will give you the option to interact with us anonymously or by using a pseudonym. However, if you do not provide us with your personal information, we will be unable to do one or more of the above (including being unable to accept any booking, contract with you, provide you with the information you may require, or otherwise interact with you).

Changes to this privacy policy

TBRC has the discretion to update this privacy policy at any time. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications.

Your acceptance of these terms

By using this Site, you signify your acceptance of this policy. If you do not agree to this policy, please do not use our Site. Your continued use of the Site will be deemed your acceptance of those changes.