

## FARMTASTIC DOGGY DAYCARE

# Terms and Conditions

Online bookings, memberships and daycare services | Effective 1 August 2026

Welcome to the Terms and Conditions of Dylam Pty. Limited (ACN 113 631 100) trading as Farmtastic Doggy Daycare ("us", "we", "our" or "Farmtastic"), a premium farm-based Dog Daycare experience, committed to delivering exceptional enrichment for your canine companion. Our Site is located on the web via the domain [www.farmtasticdoggy.com.au](http://www.farmtasticdoggy.com.au) and includes all of the files located in that domain (the "Site").

## 1. Definitions, Interpretation and Acceptance

### Definitions

1.1 The following definitions apply in this Terms and Conditions unless the context requires otherwise:

**Account** means an account created by registered Customers or Users on the Site or through the Portal, as required by Farmtastic from time to time.

**Australian Consumer Law** means Schedule 2 to the Competition and Consumer Act 2010 (Cth), as amended from time to time.

**Booking** means an order placed by the Customer via the Site or Portal for the provision of our Services; and **Bookings** shall have the same meaning.

**Claim** means any claim, complaint, demand, proceeding, suit, litigation, action, cause of action or other legal recourse (whether in contract, tort, under statute or otherwise).

**Contagious Condition** means any contagious condition that Dogs may be susceptible to, including but not limited to coughing, vomiting, diarrhea, discharge from the eyes, nose and mouth, and visible parasites in the stool.

**CRM Software** means any customer relationship management software used by Farmtastic from time to time.

**Customer** means any person who engages Farmtastic for the Services or other offerings from time to time; and **Customers** shall have the same meaning.

**Daycare** means the Farmtastic doggy daycare whereby the Services will be provided.

**Dog** means the Dog that attends Farmtastic's Daycare; and **Dogs** shall have the same meaning.

**Fees** means all fees payable by you to Farmtastic as displayed on our Site, through the Portal and in Schedule 1 hereto; and **Fee** shall have the same meaning.

**Loss** means any loss, damage, debt, cost, charge, expense, fine, outgoing, penalty, diminution in value, deficiency or other liability of any kind or character (including legal and other professional fees and expenses on a full indemnity basis) that a party pays, suffers or incurs or is liable for, including all:

- (a) liabilities on account of tax;
- (b) interest and other amounts payable to third parties;
- (c) legal and other professional fees and expenses (on a full indemnity basis) and other costs incurred in connection with investigating, defending or settling any Claim, whether or not resulting in any liability; and

(d) all amounts paid in settlement of any Claim.

Payment Gateway means any online payment platform including Stripe, or any other gateway we may elect to use from time to time.

KennelBooker means the customer relationship management and online booking software used by Farmtastic from time to time.

Portal means the online booking portal and associated customer application made available through KennelBooker or any replacement CRM Software used by Farmtastic from time to time.

Privacy Policy means our privacy policy available on our website

Questionnaire means our Dog questionnaire that must be completed by new Customers and returned to Farmtastic prior to the commencement of our Services.

Representative means Farmtastic directors, officers, contractors, employees, consultants, trainers, partners, advisors or other Affiliates; and Representatives shall have the same meaning.

Services means the dog daycare service and any other service provided by Farmtastic as displayed on our Site or through the Portal from time to time, and as set out in clause 4.3 and Schedule 1 contained herein.

Site means the website located at [www.Farmtasticdoggy.com.au](http://www.Farmtasticdoggy.com.au).

Stripe means Stripe Payments Australia Pty Ltd, an online third-party Payment Gateway used for Farmtastic's billing purposes.

User means any person visiting or using the Site or Services whatsoever, regardless of whether registered or unregistered.

Warranties mean any warranties, conditions, terms, representations, statements and promises of whatever nature, whether express or implied.

Waiver means our waiver and release document provided to the Customer by us from time to time, an example of which can be found in Schedule 2 hereto, and which Farmtastic may in its absolute discretion amend as Farmtastic deems appropriate.

We, we, us, or our means Dylam Pty. Limited (ACN 113 631 100) trading as Farmtastic Doggy Daycare and its related entities or body corporates.

You, you, or your mean any Customer, person, corporation or other body corporate, partnership, trust or association and any governmental agency and that person's representatives, successors, permitted assigns, substitutes, executors and administrators who uses or accesses the Site, including any User.

## Interpretation

1.2 In these Terms and Conditions, the following rules of interpretation apply unless the context requires otherwise:

- (a) headings are for reference purposes only and in no way define, limit or describe the scope or extent of any provision in these Terms and Conditions;
- (b) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (c) a reference to a document (including these Terms and Conditions) is a reference to that document (including any schedules and annexures) as amended, consolidated, supplemented, novated or replaced;
- (d) an expression importing a natural person includes any individual, corporation or other body corporate, partnership, trust or association and any governmental agency and that person's

personal representatives, successors, permitted assigns, substitutes, executors and administrators;

- (e) a reference to writing includes any communication sent by post, facsimile or email;
- (f) a reference to time refers to time in Sydney, New South Wales and time is of the essence;
- (g) all monetary amounts are in Australian currency;
- (h) the word “month” means calendar month and the word “year” means twelve (12) calendar months;
- (i) the meaning of general words is not limited by specific examples introduced by “include”, “includes”, “including”, “for example”, “in particular”, “such as” or similar expressions;
- (j) a reference to a “party” is a reference to a party to these Terms and Conditions, and a reference to a “third party” is a reference to a person that is not a party to these Terms and Conditions;
- (k) a reference to any thing is a reference to the whole and each part of it;
- (l) a reference to a group of persons is a reference to all of them collectively and to each of them individually;
- (m) words in the singular include the plural and vice versa; and
- (n) a reference to one gender includes a reference to the other genders.

### Electronic acceptance and communications

- 1.3 By creating an Account, ticking an acceptance box, submitting a Booking, making payment or using the Services, you acknowledge that you have read, understood and agree to be bound by these Terms and Conditions, the Privacy Policy, Questionnaire and Waiver. If you do not agree to these documents, you must not make a Booking or use the Services.
- 1.4 You consent to Farmtastic creating and retaining an electronic record of your acceptance of these Terms and Conditions, including the date, time and version accepted.
- 1.5 You consent to receiving booking confirmations, invoices, payment notices, pickup and drop-off information, safety notifications, policy updates and other communications reasonably necessary for Farmtastic to provide the Services through the Portal, email, telephone or SMS using the contact details recorded in your Account.
- 1.6 Unsubscribing from marketing communications does not prevent Farmtastic from sending communications reasonably necessary to administer your Account or provide the Services.

## 2. Payments and Bookings

- 2.1 The Fees and any relevant additional Fees as set out in Schedule 1 of these Terms and Conditions and all Fees indicated on the Site or through the Portal from time to time are inclusive of GST.
- 2.2 You will be provided with thirty (30) days’ notice via email in the event Farmtastic intends to vary the Fees.
- 2.3 In circumstances where the Fees differ between Schedule 1 of these Terms and Conditions, the Site and the Portal, the Fees displayed to the Customer at the time of Booking through the Portal shall prevail.
- 2.4 You acknowledge and agree that at the time the Booking is placed, the Customer shall be required to pay the relevant Fees and payment shall be made via the Payment Gateway as set out in clause 2.5.

## Billing

- 2.5 Farmtastic conducts its payments and secure payment transactions through the Payment Gateway 'Stripe', and may elect to use any other Payment Gateway from time to time. Payments made through a Payment Gateway are subject to that Payment Gateway's own terms and conditions and privacy policy in addition to these Terms and Conditions. For more information about Stripe, see <https://stripe.com/en-au>.
- 2.6 Unless you expressly consent otherwise, we do not see or have access to any personal information that you may provide to the Payment Gateway, other than information that is required in order to process your Booking (e.g., your name, email address and billing address).
- 2.7 Farmtastic does not accept any responsibility for any errors made by the Payment Gateway. By providing your credit or debit card details, you confirm that you are authorised to use that payment method, and you authorise Farmtastic, through the Payment Gateway to charge your payment method for the total amount of your Booking.

## Credit and debit card payments

- 2.8 Only Visa and MasterCard are accepted. Please note that we may be unable to accept credit cards issued by banks outside of Australia in some cases. Customers may be subject to additional transaction fees charged by the Payment Gateways.

## Cancellation policy, refunds and other remedies

- 2.9 We allow free cancellation of all pre-booked Daycare sessions until 10:00am on the day before the date of your Booking. Cancellations made between 10:00am and 6:30pm on the day before the Booking will incur a cancellation Fee equal to fifty percent (50%) of the Booking price. Cancellations made after 6:30pm on the day before the Booking, same-day cancellations and no-shows will incur a cancellation Fee equal to one hundred percent (100%) of the Booking price. These cancellation Fees reflect Farmtastic reserving limited capacity and the loss reasonably anticipated from a late cancellation, and will not exceed any amount permitted by law.
- 2.10 In the event of extreme weather conditions (i.e. storms, hail, fires or temperatures exceeding thirty-six (36) degrees Celsius), Bookings may be cancelled so as to ensure the safety of the Dogs. In such circumstances, Farmtastic will promptly notify affected Customers and will offer a refund, make-up session or additional future session, as appropriate and subject to availability.
- 2.11 Customers will be required to pay the applicable Initial Screening Fee before their Dog's initial screening session. Where a Farmtastic Representative conducts an assessment of your Dog and finds that your Dog is not suitable to participate in our Services, the Customer will forfeit the Initial Screening Fee paid to Farmtastic. However, Farmtastic will facilitate a full refund of any further prepaid sessions to the Customer, except as otherwise required or permitted by law.
- 2.12 Further information on the steps that Farmtastic will take to remedy any breach of any non-excludable condition, warranty or guarantee is provided under the heading "Remedies limited" in these Terms and Conditions below.

## Security

- 2.13 While our Payment Gateway and website hosting providers employ secure technology for transactions with our Customers, to the maximum extent permitted by law Farmtastic will not be responsible for damages, including consequential losses (whether direct or indirect), suffered by a Customer whose credit or debit card or bank account information is used in a fraudulent or unauthorised manner by a person other than Farmtastic, except to the extent the loss was caused or contributed to by Farmtastic's breach, negligence or wilful misconduct.

- 2.14 Farmtastic may request further information from you, such as identification documentation, as part of its internal validation procedures. These procedures help protect account holders from online fraud. Until your Booking has passed our internal validation procedures, your Booking may remain pending. If further information is requested and you do not provide it within the time reasonably specified by Farmtastic, your Booking may be cancelled and, if payment has been received, it will be refunded subject to these Terms and Conditions and applicable law.

### **Recurring memberships, credits and failed payments**

- 2.15 Where a Customer selects a recurring membership, the Customer authorises Farmtastic, through the Payment Gateway, to charge the nominated payment method at the weekly or fortnightly frequency and in the amount disclosed at the time the membership is activated, together with any properly incurred additional Fees, until the membership is suspended or terminated in accordance with these Terms and Conditions.
- 2.16 A recurring membership will only be activated after the Customer has selected or approved the applicable membership and provided Farmtastic with permission to activate the recurring payment arrangement. The membership will renew automatically on a weekly or fortnightly basis, according to the membership selected and authorised by the Customer.
- 2.17 All Bookings require full prepayment. A Booking is not confirmed unless the applicable Fee has been paid in full or a valid membership credit has been applied through the Portal.
- 2.18 Membership credits expire at the end of the applicable weekly or fortnightly membership period in which they are issued. Unused credits do not automatically carry forward. Farmtastic may, at its discretion, permit an unused credit to be carried forward.
- 2.19 Credits are personal to the Customer and Dog for whom they were issued, are non-transferable and have no cash value, except where a refund or other remedy is required by law.
- 2.20 The Customer must ensure that the nominated payment method remains valid and has sufficient available funds. If a payment fails, Farmtastic may retry the payment, suspend future Bookings and recover any reasonable third-party dishonour or processing fees disclosed to the Customer.
- 2.21 Where Farmtastic closes the Daycare for planned maintenance, public holidays, staff availability or other operational requirements, Farmtastic will provide reasonable notice where practicable. Any affected recurring payment, Booking or credit will be adjusted, suspended, credited or refunded as notified by Farmtastic and as required by law.
- 2.22 If Farmtastic cancels a session for a reason other than the extreme weather circumstances addressed in clause 2.10, Farmtastic will offer the affected Customer a refund, make-up session or additional future session, as appropriate and subject to availability.

### **No-shows and missed pickups**

- 2.23 If the Customer fails to attend a Booking or is not present with the Dog at the nominated pickup location and time, the Booking will be treated as a same-day cancellation and the applicable cancellation Fee will remain payable.
- 2.24 Farmtastic Representatives are not required to wait beyond the notified pickup time. Any alternative transport arrangements required because the Customer was not present at the nominated pickup location and time will be the Customer's responsibility and expense.

### 3. Dogs

#### Daycare rules

- 3.1 In order to ensure the safety and comfort of all attendees, all Dogs must pass the initial screening test, which they will be required to take on their first day at the Daycare. Dogs must be free of humping, overly rough play, snapping, biting, aggression, food aggression, anxiety, mounting, pinning, nose punching, or growling. Failure to pass the test may result in your Dog being placed in time-out for the day without a refund.
- 3.2 All Dogs attending the Daycare must wear a properly fitted collar with identification tags and must be leashed at all times until placed on our transport vehicle. The collar should be made of a durable material and include a quick-release feature for safety (i.e. a clip).
- 3.3 By engaging in our Services, you agree to accurately complete and return a Questionnaire and Waiver to Farmtastic prior to your Dog attending our Daycare. Based on the responses to the Questionnaire, you understand that we may, at our absolute discretion, determine that your Dog is not suitable for our Daycare and may subsequently refuse to provide our Services. In this event, you may be entitled to a refund in accordance with clause 2 hereto.

#### Health and Safety

- 3.4 By participating in our Services, you acknowledge and agree that you are solely responsible for any loss, damage or harm caused or contributed by your Dog. It is essential that your Dog is in good health physical condition prior to participating in any of the Services, and that any of the Dog's injuries or health concerns are disclosed to Farmtastic prior to provision of the Services.
- 3.5 For the avoidance of doubt, Customers warrant and represent that their Dog:
  - (a) holds a current C5 vaccination and is on a tick and flea prevention program. Please note that Dogs are only permitted to attend a the Farmtastic Daycare at least ten (10) days after their second vaccination, provided that they have been wormed and treated for fleas;
  - (b) has been free of illness or injury, including any Contagious Condition, for at least seventy-two (72) hours prior to engaging our Services;
  - (c) is over twenty (20) weeks of age;
  - (d) has been registered with the local council and that your Dog's accurate breed information has been provided to Farmtastic;
  - (e) is under eighteen (18) kilograms in weight, subject to Farmtastic's discretion, based on careful evaluation and compatibility assessment;
  - (f) has been desexed (unless the Dog is under six (6) months of age); and
  - (g) is clean and well-socialised, free of humping, snapping, biting, aggression, food aggression, anxiety, mounting, pinning, nose punching, growling or any other hostile behaviour. Should your Dog exhibit any of these behaviours, your Dog may be subject to a 'time-out' for the day, noting that Customers will not be entitled to any refund in such circumstance;
  - (h) is on current flea and tick prevention medication or treatment at any time the Dog attends Farmtastic's Daycare;
  - (i) has a collar with an ID and is micro-chipped;
  - (j) has basic obedience training (i.e. can follow simple commands like "sit", "stay", and "come", etc);
  - (k) is in good physical shape to participate in play and activities (noting that a significant amount of time spent at Farmtastic's Daycare shall involve various forms of physical activity).

- 3.6 Farmtastic reserves the right to refuse entry to any Dog that does not meet the minimum requirements as stated above, at its absolute discretion.
- 3.7 Should your Dog exhibit signs of illness and/or, in Farmtastic's opinion, require medical attention, Farmtastic reserves the right to withdraw your Dog from the Services until a veterinarian has verified that the Dog has returned to good health.
- 3.8 You acknowledge and agree that where your Dog is suffering from any injuries or other health concerns while in Farmtastic's care, Farmtastic may seek further medical attention for your Dog. While there shall be Farmtastic Representatives on site who are trained in animal first aid, in the case of a medical emergency, you consent to Farmtastic seeking further veterinary care for your Dog if Farmtastic reasonably considers it necessary. In such event, you warrant and represent that you will be responsible for any and all related expenses in this regard, including but not limited to medical costs, travel expenses and/or Farmtastic's additional supervision fees.
- 3.8A Farmtastic will make reasonable efforts to contact the Customer or the nominated emergency contact before arranging non-urgent veterinary treatment. In an emergency, or where the Customer and emergency contact cannot be reached within a reasonable time, the Customer authorises Farmtastic to obtain such veterinary examination, treatment or care as Farmtastic or the attending veterinarian reasonably considers necessary for the Dog's health or welfare. The Customer remains responsible for the associated veterinary, medication, transport and supervision costs.
- 3.9 Should your Dog require medication whilst in the care of Farmtastic, you must notify Farmtastic of same and execute a consent form warranting that you allow Farmtastic to administer such medication.
- 3.10 You acknowledge that Farmtastic will provide the Services in a cage-free environment, and whilst Farmtastic will take measures to ensure a safe and supervised environment, the Dog may from time to time sustain minor scratches or play-related injuries.
- 3.11 You agree to bring all necessary equipment to maintain the safety and wellbeing of your Dog, including a properly fitted collar, identification tag and leash made of durable material and featuring quick-release safety clips. To the maximum extent permitted by law, you indemnify Farmtastic against liability, harm or Loss to the extent caused or contributed to by your breach of these Terms and Conditions or by your Dog's acts or behaviour, but not to the extent caused or contributed to by Farmtastic's breach, negligence or wilful misconduct.

## Other

- 3.12 You specifically represent that you, the Customer, are the sole owner of the Dog, or otherwise have been authorised by the owner of the Dog to make decisions about their Dog's wellbeing.
- 3.13 The Dog shall be released only to the Customer or an emergency contact or other person authorised by the Customer. If a Dog is not collected, Farmtastic may arrange alternative accommodation for the Dog at the Dog owner's expense. Where a Dog remains uncollected for two (2) weeks despite Farmtastic making reasonable attempts to contact the Customer and the nominated emergency contacts, Farmtastic may take any further action permitted by applicable law.
- 3.14 Whilst reasonable efforts will be made to ensure cleanliness of the Dogs, the Dogs may still be at risk of becoming dirty. In this event, Farmtastic will not be responsible for any grooming expenses incurred.
- 3.15 Farmtastic will not be responsible for lost, damaged, or stolen personal belongings. It is therefore advised that you do not bring any valuable or irreplaceable items to Farmtastic's Daycare premises.
- 3.16 By agreeing to participate in the Services, you agree to be bound by these Terms and Conditions and the Waiver at Schedule 2 hereto.

## Account information

3.17 Customers must ensure that all information held in their Account remains complete and accurate, including contact details, emergency contacts, veterinary details, vaccination records, medical conditions, medication, allergies, behavioural information and any change in the Dog's health or circumstances. Farmtastic is entitled to rely on the information provided by the Customer.

## 4. Services and Bookings

### Services

4.1 The Services shall be provided in accordance with the packages listed in Schedule 1, and as further described in clause 4.3, which may be varied by Farmtastic from time to time.

4.2 The Services are available on a 'first come, first served' basis. Farmtastic cannot guarantee the availability of a booking date unless booked ahead of time.

4.3 As part of the Services, Farmtastic shall provide:

- (a) Convenient pickup and drop-off: We offer pickup and drop-off services at selected destinations for your ease and comfort;
- (b) Daily enrichment activities: At our Daycare, Farmtastic provides a variety of enriching activities for your Dogs, with scheduled rest breaks to ensure their well-being;
- (c) Hygiene and grooming services: We offer attentive care and quick washes if necessary, taking into consideration the day's activities and cleanliness.
- (d) Thoughtful treats: Throughout the day, we provide carefully selected treats, including dried meat, fresh meat, snacks, and high-value food used for training and enrichment activities. To promote a harmonious environment, we kindly request that no additional meals or food be provided or accepted during the daycare hours, as this helps prevent any potential food aggression issues or conflicts among dogs.

### Booking constitutes offer

4.4 By making a Booking for our Services through this Site or the Portal, you make an irrevocable offer to us to purchase the Services that you have selected pursuant to these Terms and Conditions. Information contained in this Site constitutes an invitation to treat only. No information in this Site constitutes an offer by us to supply any Services to you – however, Farmtastic will endeavour to supply your selected Services to you.

4.5 We will not commence processing any Booking made through this Site or the Portal unless and until:

- (a) for an initial screening Booking, you have completed and returned a Questionnaire and Waiver and provided all requested vaccination and health records; or, for any subsequent Booking, the Dog has completed the initial screening session and you have received confirmation from Farmtastic that the Dog has been approved to attend the Daycare;
- (b) Farmtastic contacts you to confirm the Booking;
- (c) You have created an Account via the Portal;
- (d) payment for the Booking has been received by us in full; and
- (e) the Booking has passed our internal validation procedures, which are undertaken in order to verify the bona fides of each Booking for the purpose of preventing credit card and other fraud.

4.6 We reserve the right at our discretion to:

(a) at any time prior to your Booking being accepted in accordance with these Terms and Conditions, cancel all or part of your Booking; and

(b) at any time:

(i) refuse to provide Services to you;

(ii) terminate your access to this Site; and/or

(iii) remove or edit any content on this Site.

4.6A Farmtastic will exercise the rights in clause 4.6 only where reasonably necessary, including for safety or animal welfare, capacity or operational requirements, suspected fraud, non-payment, a breach of these Terms and Conditions, unacceptable conduct or compliance with law. If Farmtastic cancels an accepted and paid Booking for a reason not caused by the Customer or Dog, Farmtastic will provide the remedy described in clause 2.10 or 2.22, as applicable.

### Acceptance of Bookings

4.7 Acceptance of each Booking will take place when confirmation that the Booking has been accepted is issued through the Portal, by email, by telephone or by another communication method used by Farmtastic.

### Transport times

4.8 All pickup and drop-off times are estimates only and may vary because of traffic, weather, route changes, emergencies, the welfare of the Dogs or circumstances beyond Farmtastic's reasonable control. Customers must monitor communications from Farmtastic on the day of the Booking and be available at the nominated location.

### Additional Services

4.9 Boarding, special events, Adventure Days and any other additional Services may be subject to separate or additional terms disclosed at the time of Booking. Where those specific terms conflict with these Terms and Conditions, the specific terms applicable to that Service will prevail to the extent of the inconsistency.

## 5. GST

5.1 Unless otherwise expressly stated, all amounts payable through your use of this Site are expressed to be inclusive of GST. For these purposes, the term "GST" has the meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

## 6. Photography

6.1 As a condition of using the Services, the Customer authorises Farmtastic and its Representatives to photograph, film and otherwise record the Customer's Dog while the Dog is attending the Daycare, being transported by Farmtastic or participating in any Service.

6.2 The Customer grants Farmtastic a perpetual, irrevocable, worldwide, royalty-free, transferable and sublicensable licence to use the Dog's name, image, likeness and recorded sounds, and to reproduce, edit, adapt, publish, communicate, distribute, display, promote, license and commercially exploit photographs, video and audio recordings of the Dog in any media. This includes use for Farmtastic's website, social media, advertising, promotions, sponsorships, educational material, publicity and other lawful business purposes.

6.3 To the maximum extent permitted by law, the Customer acknowledges that no fee, royalty, compensation, accounting of profits or share of revenue is payable to the Customer, the Dog's owner or any other person in connection with the creation, use, licensing or commercial exploitation of that content, including where the content is monetised, licensed, widely distributed, receives substantial media attention or becomes commercially successful. The Customer has no right to inspect or approve the finished content before publication.

6.4 Farmtastic owns the copyright in content created by Farmtastic or its employees and may use content created by a contractor or third-party photographer in accordance with Farmtastic's agreement with that creator. The Customer does not acquire any ownership interest in the content. This compulsory release applies to images and recordings of the Dog. Farmtastic will obtain separate consent before intentionally using an identifiable image or recording of the Customer or a child as the principal subject of marketing content.

## 7. Social Media

7.1 You acknowledge and agree that the information contained on our Site and other associated Farmtastic social media channels, including but not limited to, Facebook, X, TikTok, Instagram, YouTube and LinkedIn are for general information and educational purposes only. While we endeavour to keep the information up to date, Farmtastic makes no representations or Warranties, express or implied, as to the accuracy or completeness with respect to the information contained on our Site and other related Farmtastic social media channels.

7.2 You agree that neither Farmtastic nor any of its Representatives shall have any liability to you relating to or resulting from the use of, or reliance upon, the information contained on our Site and other related Farmtastic social media channels.

## 8. Limitation of liability

### Exclusion of liability

8.1 To the maximum extent permitted by law, Farmtastic and its officers, employees, agents, consultants, licensors, partners and affiliates exclude all liability to you or any other person for any loss, cost, expense, claim or damage (whether arising in contract, negligence, tort, equity, statute or otherwise, and for any loss, whether it be consequential, indirect, incidental, special, punitive, exemplary or otherwise, including any loss of profits, loss or corruption of data or loss of goodwill) arising directly or indirectly out of, or in connection with, these Terms and Conditions or the use of this Site by you or any other person.

### Remedies limited

8.2 To the maximum extent permitted by law, Farmtastic and its officers, employees, agents, consultants, licensors, partners and affiliates expressly limit their liability for breach of any non-excludable condition or warranty/guarantee implied by virtue of any legislation to the following remedies (the choice of which is to be at Farmtastic's sole discretion):

(a) in the case of goods, to any of the following:

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of the goods;

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired; and

(b) in the case of Services:

- (i) the supply of the Services again; or
- (ii) the payment of the cost of having the Services supplied again.

### **Force majeure**

8.3 To the maximum extent permitted by law, and without limiting any other provision of these Terms and Conditions, Farmtastic excludes liability for any delay in performing any of its obligations under these Terms and Conditions where such delay is caused by circumstances beyond the reasonable control of Farmtastic, and Farmtastic shall be entitled to a reasonable extension of time for the performance of such obligations.

### **Australian Consumer Law**

8.4 Nothing in these Terms and Conditions, including this section 8 and the Waiver, excludes, restricts or modifies any consumer guarantee, right or remedy under the Australian Consumer Law or any other applicable law that cannot lawfully be excluded, restricted or modified.

## **9. Suspensions and Terminations**

### **Suspensions and Terminations**

9.1 Customers on a recurring membership must provide fourteen (14) days' written notice to suspend the membership. A suspension must be for a minimum of two (2) weeks and may not exceed three (3) months unless Farmtastic agrees otherwise in writing. During an approved suspension, recurring membership Bookings and charges will be paused and will resume automatically on the agreed end date.

9.2 Termination of a recurring membership requires thirty (30) days' written notice sent to [info@farmtasticdoggy.com.au](mailto:info@farmtasticdoggy.com.au). The termination takes effect thirty (30) days after Farmtastic receives the notice. Membership Bookings, credits and charges will continue during the notice period unless Farmtastic agrees otherwise or applicable law requires otherwise. Farmtastic will issue written acknowledgement of the termination notice; a delay in issuing that acknowledgement does not extend the notice period.

9.3 Farmtastic may suspend the Customer's Account, future Bookings or membership if a payment remains outstanding, the Customer breaches these Terms and Conditions, or Farmtastic reasonably considers suspension necessary to protect the safety or welfare of any Dog, Customer or Representative.

## **10. General**

### **Notices**

10.1 Farmtastic may provide notices and communications through the Portal, by email, by SMS or by another preferred method of communication using the details recorded in the Customer's Account.

10.2 An electronic notice is taken to have been received when it reaches the recipient's designated email address or Portal account and the sender has not received an automated notice that delivery failed. A membership termination notice is not dependent on Farmtastic issuing a confirmation, as provided in clause 9.2.

## Variation

10.3 Farmtastic may amend these Terms and Conditions from time to time. Where a change materially affects an existing recurring membership, Farmtastic will provide reasonable notice before the change takes effect. If the Customer does not accept a materially adverse change, the Customer may terminate the membership by written notice before the change takes effect; the previous terms will continue to apply during any applicable notice period. Continued use of the Services after the effective date of an amendment constitutes acceptance of the amended Terms and Conditions.

## No waiver

10.4 A failure or delay by Farmtastic to exercise a right under these Terms and Conditions does not operate as a waiver of that right.

## Severability

10.5 If any provision of these Terms and Conditions is held to be illegal, invalid or unenforceable, that provision will be severed to the extent necessary and the remaining provisions will continue in full force and effect.

## Entire agreement

10.6 These Terms and Conditions, together with the Privacy Policy, Questionnaire, Waiver and any additional terms applicable to a specific Service, constitute the entire agreement between Farmtastic and the Customer concerning the Services.

## Governing law and jurisdiction

10.7 These Terms and Conditions are governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and the courts entitled to hear appeals from them.

## Complaints and disputes

10.8 A Customer may raise a complaint or dispute by emailing [info@farmtasticdoggy.com.au](mailto:info@farmtasticdoggy.com.au). Farmtastic will make reasonable efforts to respond promptly and resolve the matter in good faith. This clause does not limit either party's right to seek assistance from NSW Fair Trading or to exercise any right or remedy available under law.

## Customer acknowledgement

By creating an Account, ticking the acceptance box, submitting a Booking, making payment or using the Services, I acknowledge that I have read, understood and agree to these Terms and Conditions, the Privacy Policy, Questionnaire and the Waiver at Schedule 2.

## Schedule 1 - Services and Additional Fees

### Services

| SERVICE                                | DESCRIPTION                                                                                                       | FEES                       | TERMS                                                                                                                                                                                                                                         |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Initial Session / Screening</b>     | Initial screening of the Dog's health and behaviour on the Dog's first day.                                       | <b>\$60</b>                | <ul style="list-style-type: none"> <li>• Full prepayment required.</li> <li>• Non-transferable.</li> <li>• Subject to the assessment provisions in clause 2.11.</li> </ul>                                                                    |
| <b>Casual Visit</b>                    | One full-day daycare session.                                                                                     | <b>\$120 per day</b>       | <ul style="list-style-type: none"> <li>• Full prepayment required.</li> <li>• Non-transferable.</li> <li>• Subject to availability.</li> </ul>                                                                                                |
| <b>Weekly Membership - 1 Dog</b>       | Automatic booking for one full-day session each week on the agreed day.                                           | <b>\$100 per week</b>      | <ul style="list-style-type: none"> <li>• Renews weekly.</li> <li>• One weekly credit.</li> <li>• Credit expires at the end of each weekly membership period.</li> <li>• Subject to clauses 2.15-2.22 and section 9.</li> </ul>                |
| <b>Weekly Membership - 2 Dogs</b>      | Automatic booking for two Dogs from the same household for one full-day session each week on the agreed day.      | <b>\$160 per week</b>      | <ul style="list-style-type: none"> <li>• Renews weekly.</li> <li>• Credits expire at the end of each weekly membership period.</li> <li>• Non-transferable.</li> <li>• Subject to clauses 2.15-2.22 and section 9.</li> </ul>                 |
| <b>Twice-Weekly Membership - 1 Dog</b> | Automatic booking for one Dog for two full-day sessions each week on the agreed days.                             | <b>\$190 per week</b>      | <ul style="list-style-type: none"> <li>• Equivalent to \$95 per session.</li> <li>• Renews weekly.</li> <li>• Credits expire at the end of each weekly membership period.</li> <li>• Subject to clauses 2.15-2.22 and section 9.</li> </ul>   |
| <b>Fortnightly Membership - 1 Dog</b>  | Automatic booking for one full-day session each fortnight on the agreed day.                                      | <b>\$105 per fortnight</b> | <ul style="list-style-type: none"> <li>• Renews fortnightly.</li> <li>• One fortnightly credit.</li> <li>• Credit expires at the end of each fortnightly membership period.</li> <li>• Subject to clauses 2.15-2.22 and section 9.</li> </ul> |
| <b>Fortnightly Membership - 2 Dogs</b> | Automatic booking for two Dogs from the same household for one full-day session each fortnight on the agreed day. | <b>\$180 per fortnight</b> | <ul style="list-style-type: none"> <li>• Renews fortnightly.</li> <li>• Credits expire at the end of each fortnightly membership period.</li> <li>• Non-transferable.</li> <li>• Subject to clauses 2.15-2.22 and section 9.</li> </ul>       |

**Additional Fees**

| SERVICE                 | DESCRIPTION                                                                                                               | FEES                             | TERMS                                                                                                                                                                                                                                             |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Late Pickup</b>      | Applied when the Dog is not collected at the designated location and must be taken to a Farmtastic Representative's home. | <b>\$30 per hour</b>             | <ul style="list-style-type: none"><li>• Non-refundable, except as required by law.</li><li>• The Customer must collect the Dog before 8:00pm that night.</li></ul>                                                                                |
| <b>Overnight Stay</b>   | Applied if the Dog has not been collected by 8:00pm and must stay overnight at a Farmtastic Representative's home.        | <b>\$120 per night</b>           | <ul style="list-style-type: none"><li>• Non-refundable, except as required by law.</li></ul>                                                                                                                                                      |
| <b>Cancellation Fee</b> | Applied when a Booking is cancelled after the free cancellation period or the Customer does not attend.                   | <b>50%-100% of Booking price</b> | <ul style="list-style-type: none"><li>• 50% if cancelled between 10:00am and 6:30pm on the day before the session.</li><li>• 100% if cancelled after 6:30pm on the day before the session, on the day of the session, or for a no-show.</li></ul> |

*Prices are subject to change on thirty (30) days' written notice.*

## Schedule 2 - Waiver and Release

1. I agree to abide by the rules of Dylam Pty. Limited (ACN 113 631 100) trading as Farmtastic Doggy Daycare ("us", "we", "our" or "Farmtastic"). Unless otherwise defined herein, capitalised words and phrases shall have the meanings prescribed to them in the Terms and Conditions that form part of this Waiver.
2. To the maximum extent permitted by law, I waive and release, indemnify, hold harmless and forever discharge Farmtastic, and its agents, employees, officers, directors, affiliates, successors and assigns, coaches, teachers and trustees, from claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities of every kind or nature, whether known or unknown, in law or equity, arising from or related to my Dog's and/or my participation in the Services, events or activities conducted by Farmtastic. This Waiver does not apply to the extent a Claim, Loss or liability was caused or contributed to by Farmtastic's breach, negligence, gross negligence, reckless conduct, or intentional or wilful misconduct, or to the extent liability cannot lawfully be excluded, restricted or modified.
3. I understand that the activities in which my Dog and/or I will participate are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or in the unlikely circumstance, death.
4. I, by this Waiver, on behalf of myself, my heirs, assigns, administrators, executors and next of kin, assume any and all risk, and take full responsibility and waive any and all claims for personal injury; death, damage, or loss of personal property, associated with Farmtastic, including but not limited to my Dog's participation at the Daycare, and any and all transportation services provided by Farmtastic in this regard.
5. I acknowledge, agree and represent that I understand the nature of the activities of Farmtastic, my Dog is in good health and in proper physical condition to participate in such activities, and that I will honestly represent my Dog's level of fitness and health at all times.
6. I warrant and represent that my Dog:
  - (a) holds a current C5 vaccination and is on a tick and flea prevention program. Please note that Dogs are only permitted to attend a session at least ten (10) days after their second vaccination, provided that they have been wormed and treated for fleas;
  - (b) has been free of illness or injury, including any Contagious Condition, for at least seventy-two (72) hours prior to engaging Farmtastic's Services;
  - (c) is over twenty (20) weeks of age;
  - (d) has been registered with the local council and that my Dog's accurate breed information has been provided to Farmtastic;
  - (e) is under eighteen (18) kilograms in weight, subject to Farmtastic's discretion, based on careful evaluation and compatibility assessment;
  - (f) has been desexed (unless the Dog is under six (6) months of age); and
  - (g) is clean and well-socialised, free of humping, snapping, biting, aggression, food aggression, anxiety, mounting, pinning, nose punching, growling or any other hostile behaviour. Should my Dog exhibit any of these behaviours, my Dog may be subject to a 'time-out' for the day, noting that Customers will not be entitled to any refund in such circumstance;
  - (h) is receiving current flea and tick prevention medication or treatment at any time my Dog attends Farmtastic's Daycare;
  - (i) has a collar with an ID and is micro-chipped;
  - (j) has basic obedience training (i.e. can follow simple commands like "sit", "stay", and "come", etc);
  - (k) is in good physical shape to participate in play and activities (noting that a significant amount of time spent at Farmtastic's Daycare shall involve various forms of physical activity).
7. I acknowledge and agree that:
  - (a) I am solely responsible for any loss, damage or harm caused or contributed by my Dog towards any Representative of Farmtastic and other Dogs and participants of the Services and I will be solely responsible for all associated fees and costs including, any veterinary care to other dogs and/or

medical care to any Representative of Farmtastic and/or other participants resulting from my Dog's actions;

- (b) Participation in any of the Services is not without certain risks of injury to my Dog. Where the Services are conducted in an outdoor or farm environment, including at Farmtastic's Daycare, there are inherent risks associated including, but not limited to, injuries from rough play or interaction with other Dogs; the transfer of respiratory or other illnesses, including canine cough; my Dog escaping or leaving the vicinity where the Services are being conducted; uneven, wet or slippery ground; obstacles and activity equipment; fences and gates; mud and water; insects, parasites and ticks; snakes and other wildlife; livestock and other farm animals; weather and heat; motor vehicles; and transportation;
  - (c) Farmtastic reserves the right to compel me to pick-up my Dog from Daycare or otherwise, refuse to continue providing the Services to my Dog at any time in circumstances where there is concern for the safety or wellbeing of my Dog, other Dogs, Customers, Farmtastic Representatives or other participants of the Services;
  - (d) I agree to provide up to date vaccination records if requested by Farmtastic or any of its Representatives prior to participating in the Services;
  - (e) If my Dog becomes ill during my Dog's participation in the Services, Farmtastic may in its discretion request that my Dog cease participation in the Services until such time as I have obtained appropriate treatment and my Dog has been given a clear bill of health from a qualified veterinarian to continue to attend the Services;
8. As a condition of my Dog using the Services, I authorise Farmtastic and its Representatives to photograph, film and otherwise record my Dog and grant Farmtastic the perpetual, irrevocable, worldwide, royalty-free, transferable and sublicensable rights described in section 6 of the Terms and Conditions. I understand that Farmtastic may edit, publish, license, monetise and otherwise commercially use that content and that neither I nor any other person is entitled to a fee, royalty, compensation, accounting of profits or share of revenue, even if the content is widely distributed, receives substantial media attention or becomes commercially successful. I have no right to inspect or approve the finished content before publication.
  9. If I separately opt in to marketing, I give Farmtastic permission to send me marketing communications by email or SMS. I understand that I may withdraw my consent or unsubscribe at any time. This does not prevent Farmtastic from sending service messages reasonably necessary to administer my Account, Bookings or the Services.
  10. I agree that I will learn and obey the rules and regulations of Farmtastic, as outlined in the Terms and Conditions, Privacy Policy, this Waiver, and any other relevant document that may be provided from time to time.
  11. I agree that this Waiver together with the Questionnaire, Terms and Conditions and Privacy Policy contains the entire agreement between parties and supersedes any prior written or oral agreements between them concerning the subject matter of this Waiver.
  12. The provisions of this Waiver will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of Farmtastic, whether by agreement, by operation of law, or otherwise.

#### **DECLARATION:**

By submitting this Waiver, I warrant and represent that I have read, understood, and fully agree to the terms of this Waiver, have completed and returned Farmtastic's Questionnaire, (online or through KennelBooker app) and further agree to be bound by the Terms and Conditions and this Waiver.