

YARRAMBAT KENNELS & CATTERY KENNEL BOARDING AGREEMENT

Introduction

The person named at the end of this Agreement as the client is referred to as “Client” or “you” throughout this Agreement. At the Client’s request, Yarrambat Kennels & Cattery Pty Ltd ATF STRRH Trading Trust and STRSO Trading Trust (hereafter referred to as (the “Yarrambat Kennel” or “Us” or “We”) agrees to board the Client’s Pet at 32 - 34 Ashley Road, Yarrambat 3091 VIC (“Facility”) during the period beginning on the Pet’s admission date (the “Admission Date”) and ending on the collection date (the “Collection Date”) (period being the “Boarding Period”) subject to the following terms which the parties agree shall form a legally binding agreement between them. The Client affirms that they are the legal owner of each pet listed in the information provided to Yarrambat Kennels (each referred to as the “Pet”) to which this Agreement applies.

Terms & Conditions:

1. Accommodation

- 1.1 Yarrambat Kennels offers two types of boarding accommodations at the Facility, being:
- Shared Boarding
 - Single Boarding
- 1.2 Yarrambat Kennels does not guarantee that any Pet will remain in a specific room or kennel during the Boarding Period. Yarrambat Kennels may, at its discretion, relocate a Pet to a different kennel within the Facility during the Boarding Period.
- 1.3 If a Pet is moved from Shared accommodation to Single accommodation, the Client will be charged for Shared accommodation initially and then will be charged Single accommodation rates only for the time spent in Single accommodation. Prior to incurring any additional charges the Client will be notified and if they do not agree to such charges the Pet will need to be collected.
- 1.4 For dog accommodations, the following conditions apply:
- (a) **Shared Accommodation:** If the Client opts for Shared Accommodation, they consent to Yarrambat Kennels pairing their dog with another of similar size, breed, age, and temperament.
- (b) **Single Accommodation:** If the Client selects Single

Accommodation, Yarrambat Kennels will house their dog separately from others.

- (c) Yarrambat Kennels reserves the right to assess a dog's suitability for Shared Accommodation based on factors such as breed and behaviour. This may include but is not limited to e.g.,

monitoring behaviour, food intake, and interactions with staff or other animals. A list of breeds requiring Single Accommodation is available on Yarrambat Kennels' website. If your Pet is deemed unsuitable for Shared Accommodation by us, we may offer alternative solutions, or ask you to make other arrangements.

- (d) Yarrambat Kennels may request that a Pet dog completes a trial stay prior to the Boarding Period. Should Yarrambat Kennel's deem

(in its discretion) that the trial stay is unsuccessful Yarrambat Kennels reserves the right to cancel any future bookings or refuse a booking.

If, at any time during the Boarding Period, a Pet displays aggressive, dangerous, or otherwise unsuitable behaviour — including conduct that poses a risk to itself, staff members, or other animals — Yarrambat Kennels reserves the right to terminate the Boarding Period early and require the Pet's

immediate collection. No refunds will apply in such cases.

- (e) If the Client elects to board multiple pets together, they acknowledge and accept the inherent risks of shared accommodation including potential injuries. Yarrambat Kennels shall not be held liable for incidents arising between cohoused pets from the same household.

1.5 For cat accommodations, the following conditions apply:

- (a) Cats from single-cat households will be housed individually, and Yarrambat Kennels does not mix cats from different households.
- (b) If the Client has multiple cats and selects the family accommodation option, they authorise Yarrambat Kennels to house the cats together.
- (c) If the Client elects Family Accommodation for multiple cats from the same household, they acknowledge and accept the potential risks of cohabitation, including stress-related behaviours, injury or illness that may arise from shared space. Yarrambat Kennels shall not be held liable for any issues that occur between co-housed cats from the same household.
- (d) (d) If, at any time during the Boarding Period, a cat displays behaviour that is aggressive, highly stressed, or otherwise unsuitable for the boarding environment — including behaviour that poses a risk to itself, staff, or other animals — Yarrambat Kennels reserves the right to terminate the Boarding Period and require the cat's immediate collection. No refunds will apply in such cases.

1.6 All cats must arrive at the Facility in a secure, intact plastic or airline approved carrier. Cardboard boxes or makeshift carriers are not accepted under any circumstances due to safety and hygiene risks. Carriers must be in good condition, with no cracks, broken doors, or missing latches. Carriers will be kept with cats

during their stay at the Facility to simplify checkout.

2. Inspections

2.1 Yarrambat Kennels only permits inspections of the Facility during the following times: Monday to Saturday 10:30am – 11:00am.

This excludes Public

Holidays and Peak Periods as defined in Clause 10.2 below and "Long Weekends" such as Australia day weekend, Labour day weekend, King's Birthday weekend, Melbourne Cup weekend, and AFL Grand Final Weekend.

3. Excluded Pets

3.1 Yarrambat Kennels will not admit a Pet into the Facility if:

- (a) The Pet is diabetic or requires insulin;
- (b) The Pet is suspected or known to have an infectious disease;
- (c) The Pet has physical injuries, open wounds, stitches, bandages, or has recently undergone surgery; or
- (d) The Pet has faecal or urinary incontinence.

3.2 In accordance with the Government of Victoria's "Code of Practice for the Operation of Boarding Establishments," Yarrambat Kennels will not admit:

- (a) Dogs under four (4) months old; or
- (b) Cats under three (3) months old (except in exceptional circumstances).

3.3 Yarrambat Kennels reserves the right to refuse admission to the Facility to any Pet, without explanation or consequence. Yarrambat Kennels may refuse any Pet suspected to have fleas, worms, or an unclean coat.

4. Vaccinations & Health

Requirements 4.1 The Client warrants that:

- (a) Their Pet is not known or suspected to suffer from any infectious diseases;
- (b) The Client has disclosed all relevant health information regarding their Pet (including medical conditions, dietary needs, special care, etc.) and confirms its accuracy;
- (c) Their Pet has received flea treatment within one (1) month prior to the Boarding Date;
- (d) Their Pet has received worm treatment within three (3) months prior to the Boarding Date;
- (e) Their Pet is registered with the local council under the correct breed.

- 4.2 On the Admission Date, the Client must provide a valid vaccination certificate that has:
- For dogs: C5 vaccination (Distemper, Hepatitis, Parvovirus, Para Influenza, Bordetella Bronchiectasis).
 - For cats: F3 or F4 vaccination (Feline Rhinotracheitis, Feline Calicivirus, Feline Panleukopenia and Feline Enteritis). The certificate must be no more than twelve (12) months old, and not less than ten (10) days old.

- 4.3 Failure to provide a valid vaccination certificate (to the extent permitted by law) result in the forfeiture of any deposit and refusal of admission.

5. **Pet Health Risks & Authority to Obtain Veterinary Care**

- 5.1 Boarding your Pet at Yarrambat Kennels involves inherent risks, including the potential exposure to common illnesses such as kennel cough or other viral and bacterial infections. This may also include minor conditions such as hot spots, scratches, cuts, or bites. While we take great care to minimize these risks, by using our services, you acknowledge and accept that these occurrences can happen. If your Pet requires emergency medical attention, Yarrambat Kennels will make reasonable efforts to contact you

and proceed with necessary treatment. You authorize Yarrambat Kennels to seek veterinary care for your Pet if deemed necessary and agree to cover any associated veterinary costs. To the fullest extent permitted by law and other than in the case of negligence or gross misconduct, Yarrambat Kennels is not liable for the occurrence of any illnesses or injuries sustained during your Pet's stay, and you agree to not hold the kennels responsible for any health-related issues that may arise, including but not limited to minor injuries or infections.

- 5.2 In the event the Pet becomes ill or injured during the Boarding Period you agree that:

- (a) Yarrambat Kennels may seek veterinary treatment at its discretion;
- (b) Veterinary care may be provided at the Facility or at an external clinic;
- (c) Yarrambat Kennels will make decisions in the best interest of the Pet; and
- (d) The Client is responsible for all veterinary fees (this includes initial costing) incurred in connection with their Pet's care, including transport costs, and indemnifies Yarrambat Kennels for these expenses.

- 5.3 Any Pet requiring veterinary treatment during their stay at the Facility must have their veterinary bills settled by the Client before the Pet can be collected from the veterinary clinic. Failure to pay the veterinary clinic may result in the withholding of your Pet's release until the bill is fully settled.

- 5.4 The Client authorises Yarrambat Kennels or its nominated veterinarian to contact the Pet's usual veterinary clinic to obtain relevant medical history, if necessary for treatment or emergency care.
- 6. Pet Care and Feed Requirements**
- 6.1 Yarrambat Kennels is not responsible for the maintenance or care of the Pet's coat before, during, or after the Boarding Period.
- 6.2 For stays of four (4) days or more, dogs will receive a complimentary hydrobath treatment before the Collection Date. Yarrambat Kennels may charge additional fees for dogs with long or unclean coats, and reserves the right to assess charges as necessary. Dogs with difficult behaviour may also incur an additional cost or may be unable to be bathed. Cats are not provided with hydrobath treatments. A Hydrobath is available for dogs staying less than 4 days at an extra price.
- 6.3 If the Pet requires medication, the Client must provide it in the original veterinary packaging and acknowledge that a fee will apply for administration. Yarrambat Kennels collects and stores client and pet information for the purpose of providing services, managing bookings, and emergency contact. This data is handled in accordance with the Australian Privacy Principles and is not shared with third parties without consent, except where required by law.
- 6.4 A daily Premium Diet fee applies for Pets requiring special diets or those who are fussy eaters. The Client is required to bring their own Premium diets. This diet must be clearly labelled with the Pet's details and amount to be fed. Please note that extra food should be brought in case food runs out.
- 6.5 The Client will be given the opportunity to approve any additional costs and charges referred to this Clause 6 prior to them being incurred.
- 6.6 The Client acknowledges that a Pet's cooperation is essential for services such as feeding, administering medication, cleaning, and general handling. If a Pet exhibits behaviour that prevents safe interaction with staff, the relevant service may be modified, withheld, or ceased entirely without refund.
- 7. Limit of Liability**
- 7.1 To the extent permitted by Australian Consumer Law, Yarrambat Kennels shall not be liable for any injury, illness, death, loss, or damage to any Pet during the Boarding Period, except in cases of negligence or gross misconduct by Yarrambat Kennels. Yarrambat Kennels is also not responsible for any loss or damage to property (e.g., bedding, collars, toys) left with the Pet.
- 7.2 Personal items left behind and unclaimed for more than 14 days may be discarded, donated, or repurposed at Yarrambat Kennels' discretion. Yarrambat Kennels is not responsible for loss or damage to personal belongings unless due to gross negligence.
- 7.3 The Client is responsible for any damage caused by the Pet to Facility property (e.g., furniture, synthetic grass) and agrees to pay for repair or replacement costs upon request by Yarrambat Kennels.
- 7.4 The Client must disclose any behavioural issues or bite histories. Failure to do so may result in the immediate removal of the Pet, and the Client will be responsible for any medical expenses arising from bites or injuries caused by the Pet.
- 7.5 By signing this agreement, you agree to indemnify and hold harmless Yarrambat Kennels, its employees, agents, and owners from any claims, demands, damages, or causes of action arising out of or in connection with your pet's stay, except in cases of gross negligence or intentional harm by Yarrambat Kennels.

- This includes any personal injury or damage to property caused by your pet while under the care of Yarrambat Kennels.
- 7.6 The Client indemnifies Yarrambat Kennels for any costs arising from their Pet causing injury to another animal, staff member, or guest, except in cases of proven staff negligence.
- 8. Emergency Contact**
- 8.1 It is essential that you provide us with an emergency contact number, particularly if you are traveling overseas. This contact should be authorised by you to take responsibility for your Pet should it be deemed unsuitable for boarding at the Facility or should urgent decisions need to be made regarding your Pet's care.
- 9. Consent to Use of Digital Media**
- 9.1 The Client grants Yarrambat Kennels permission to:
- (a) Photograph and/or record videos of the Pet during the Boarding Period (the "Digital Content");
 - (b) Use, copy, and distribute the Digital Content for promotional, marketing, and advertising purposes (including on Yarrambat Kennels' website, social media, and other platforms).
- 9.2 Yarrambat Kennels will not identify the Pet or the Client by full name in any use of the Digital Content without the Client's prior written consent.
- 9.3 The Client consents to Yarrambat Kennels using video surveillance within the Facility for security, animal welfare, and staff training purposes. Footage is stored securely and will only be used internally or as evidence in the event of an incident.
- 10. Fees and Cancellations for Boarding Bookings**
- Deposits
- 10.1. At the time of booking, the Client must pay a non-refundable deposit to secure any booking during Peak Periods. The required deposit is \$100.00 per Pet for Easter bookings and \$200.00 per Pet for Christmas bookings. No deposit is required for bookings during Off Peak Periods, as defined in Clause 10.2 below.
- 10.2. The following special conditions apply to each Pet during the following peak periods:
- (a) if any day of the Boarding Period falls on any date between 20 December and 27 January (inclusive) a minimum ten (10) day charge shall be payable by the Client;
 - (b) During the January Peak Period, a minimum boarding charge of 10 days applies. For bookings of fewer than 10 days, boarding fees are calculated to include the Pet's scheduled collection day. The Owner remains responsible for the boarding fee for the final day of the booking, including where the Pet is collected earlier than the agreed Collection Date. No refund, credit or reduction will be provided for early collection.
 - (c) if any day of the Boarding Period falls on any date during the Easter period (beginning on Good Friday and ending on Easter Monday) a minimum seven (7) day charge shall be payable by the Client;
 - (d) if any day of the Boarding Period falls on any date during the April, June/July or September/October public school holiday periods, a minimum five (5) day charge shall be payable by the Client; and
 - (e) if any day of the Boarding Period falls on any date during a Long Weekend, a minimum three (3) day charge shall be payable by

the Client ("Peak Periods")

Cancellations

10.3 If the Client cancels a booking at the Facility during the Off Peak Period, no fees will be charged. If the Client cancels a booking during any of the Peak Periods:

- (a) more than twenty-eight (28) days before the Admission Date - Yarrambat Kennels will refund the deposit (Minus \$25 nonrefundable administration fee); or
- (b) within twenty-eight (28) days of the Admission Date - Yarrambat Kennels will retain the entire deposit to compensate Yarrambat Kennels for the loss of bookings caused by a late cancellation.

No Shows and Booking Abandonment

10.4 If a Client fails to present their Pet for boarding without notice ("no show") or abandons a confirmed booking without cancellation, Yarrambat Kennels reserves the right to retain the full boarding fee. In addition, a holding fee of \$25 may be charged to cover costs associated with reserving the space and managing the unfulfilled booking. Any cancellations made over the phone or verbally must also be followed with written confirmation by email only.

11. Payment

- 11.1 Payment is due in full upon the Pet's arrival at the Facility. If payment is not received upon arrival, Yarrambat Kennels reserves the right to cancel the booking.
- 11.2 Payment for any additional costs incurred during the Booking Period must be made in full prior to the scheduled pickup of the Client's Pet. If the Owner elects to collect the Pet before the agreed Collection Date, the full boarding fees for the original booked period remain payable.
- 11.3 No refund, credit, discount, or reduction in fees will be provided for any unused portion of the booking, except where required by law. An early collection is not considered a cancellation and does not entitle the Owner to a refund or credit.

- 11.4 With regards to any scheduled Pet pick up services offered by Yarrambat Kennels, the Client agrees that payment must be made in full prior to the scheduled pick-up date. If full payment has not been received by the scheduled pick-up date, Yarrambat Kennels reserves the right to cancel the booking.

12. Abandonment, Lien & Disposal

If a pet is not collected within 14 days of the agreed Collection Date and no alternative arrangements are made, Yarrambat Kennels reserves the right to report the pet as abandoned to the appropriate authorities and/or rehome the pet in accordance with Sections 65–68 of the Domestic Animals Act 1994 (Vic). Yarrambat Kennels also retains a lien over the pet until all fees and expenses have been paid in full.

13. Force Majeure

Yarrambat Kennels shall not be held liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including but not limited to fire, flood, extreme weather, power outages, government restrictions, or pandemics.

14. Public Reviews & Disputes

The Client agrees to first raise any concerns, complaints, or disputes directly with Yarrambat Kennels in writing, to allow a fair opportunity for resolution. While Yarrambat Kennels supports the right of clients to leave honest feedback, the Client acknowledges that any public statements, reviews, or online comments must be factually

accurate, non-misleading, and made in good faith.

The Client further agrees not to post or distribute false, exaggerated, or defamatory material that may unjustly damage the reputation of Yarrambat Kennels, its staff, or its business. Yarrambat Kennels reserves the right to take appropriate action, including legal recourse, where reputational harm is caused by knowingly false, malicious, or materially misleading claims.

15. Privacy & Data Use

Yarrambat Kennels collects and stores client and pet information for the purpose of providing services, managing bookings, and emergency contact. This data is handled in accordance with the Australian Privacy Principles and is not shared with third parties without consent, except where required by law.

16. General

16.1.1 This Agreement shall be governed by the laws of Victoria, Australia.

16.1.2 The relationship between the parties is that of independent contractors.

16.2 Yarrambat Kennels shall be free to assign or otherwise deal with or transfer any of its rights or obligations under this Agreement at anytime without needing the prior consent of the Client. The Client shall not be entitled to assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Yarrambat Kennels.

16.3 No relaxation or indulgence which may be allowed to any party under this Agreement shall prevent the other party from relying upon strict compliance with all of the obligations of the other party in default upon any other or subsequent occasion, and such relaxation or indulgence shall not be regarded as a waiver of the parties' rights.

16.4 This Agreement shall not be changed or modified in any way after its execution except in writing signed by both parties.

16.5 This agreement outlines the terms and conditions governing the boarding of the Client's Pet at Yarrambat Kennels. By signing, the Client acknowledges and agrees to abide by these terms.

Executed as a binding Agreement by:

SIGNED for and on behalf of
YARRAMBAT KENNELS PTY LTD

Print Name:

SIGNED by
CLIENT

Print Name: