

**Rules and Regulations/Terms and Conditions (PLEASE ENSURE YOU INITIAL EVERY PAGE OF THE RULES, REGULATIONS AND TERMS AND CONDITIONS)**

You are required to provide your own food for your dog for the duration of their stay. If their food is finished before pickup, Powered by Pawz will provide your pet with the food we have on hand.

All food and medicine must be clearly labelled with your dog's name and set out clear administering directions.

Please **clearly label any personal items** you bring with to daycare or boarding. Please do not bring toys or other items, as we cannot guarantee their return and they may provoke possessive behaviour.

Liability I, \_\_\_\_\_ (the owner) confirm that I am the legal owner of my dog; that my dog has not been ill with any contagious diseases or condition within the past (30) thirty days and that my dog has received all necessary vaccinations.

I understand that Powered by Pawz/Love for Pawz is an off leash park doggy daycare, I agree that my dog will socialize with other dogs and I accept the risks involved and agree that no amount of constant supervision can completely mitigate the risk of injury and therefore cannot hold Powered by Pawz/Love for Pawz liable for any injuries or illnesses resulting from my dog's attendance. It is understood that dogs however socialized or trained can be unpredictable which can result in unusual behaviour from my pet.

I agree to inform Powered by Pawz/Love for Pawz of any changes in my dogs' behaviour or any medical or other condition prior to any daycare visit. I understand that my dog is required to be fully vaccinated (including parvo, distemper, rabies and Bordetella/kennel cough) and that it is my responsibility to fully vaccinate my dog and agree to keep Powered by Pawz/Love for Pawz updated annually of my dog's vaccination records.

I acknowledge that Powered by Pawz/Love for Pawz has the right to remove a dog from the facility if he/she is not fully vaccinated.

I understand that my dog must be given a flea/tick prevention in the form of a topical liquid or tablet. I acknowledge that flea collars are not acceptable. I understand that my dog will be inspected for fleas/ticks when entering Powered by Pawz/Love for Pawz and will be refused entrance if fleas/ticks are found. I further acknowledge that Powered by Pawz/Love for Pawz shall not be held responsible if my dog contracts fleas while at Powered by Pawz/Love for Pawz because proper flea/tick protection is my responsibility. I accept that should fleas/tick be seen on my dog during his/her stay, a flea/tick preventative will be administered to my dog at my cost upon my approval.

Powered by Pawz/Love for Pawz does not accept any dogs that have a history of aggression or biting. Powered by Pawz/Love for Pawz has the right to refuse entry to my dog and I have disclosed to Powered by Pawz/Love for Pawz any dangers associated with my dog. Any behaviour deemed dangerous or inappropriate by Powered by

Pawz/Love for Pawz may result in the expulsion of my dog(s). I further agree that should my dog cause any harm to another dog during his/her time at Powered by Pawz/Love for Pawz that I will be fully liable for any veterinary costs and damages that may arise.

### Emergency Medical Authorization:

Powered by Pawz/Love for Pawz will make every effort to contact you in the case of an emergency with your dog before we transfer to a licensed veterinarian. This authorization gives Powered by Pawz/Love for Pawz the right to act on your behalf in the event of your dog needing immediate medical attention.

I, \_\_\_\_\_, the owner, authorize a licensed veterinarian and their assistants, to administer the treatment and perform the necessary procedures as considered therapeutically and diagnostically necessary for the care of my dog, including administration of anaesthesia.

In the event that an emergency treatment is required, I authorize the veterinary staff and their assistants to perform medical and surgical treatments necessary to preserve the life of my dog until I can be contacted for further approval.

I accept full responsibility for any and all financial responsibility for the treatment that my dog receives from a licensed veterinarian and their staff.

I hereby release Powered by Pawz/Love for Pawz from any and all claims arising from any emergency of the above nature.

Owners full name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

### Definitions:

The following words and expressions used in this Agreement shall have the meanings hereinafter respectively assigned to them unless the context shall clearly require namely:

- **“Agreement”** shall mean these Terms and Conditions;
- **“Dog”** shall mean the dog as set out in this agreement;
- **“Owner”** shall mean the Owner as set out in this agreement;
- **“Powered by Pawz/Love for Pawz”** shall mean Powered by Pawz (Pty) Ltd, a company duly registered in accordance with the Company Laws of South Africa, with registration number: 2015/309066/07 and Love for Pawz (Pty) Ltd, a company duly registered in accordance with the Company Laws of South Africa, with registration number: 2019/317906/07.

### Liability:

- The Owner expressly acknowledges that Powered by Pawz/Love for Pawz shall not, in any manner whatsoever and in so far as the law allows, be liable for any loss, injury and/or damages howsoever sustained by any Dog and/or Owner and/or their property arising from any cause whatsoever, including, but not limited to, any negligent act or omission, of Powered by Pawz/Love for Pawz.

- In the event of a medical emergency, whereby immediate medical assistance is needed, Powered by Pawz/Love for Pawz will engage the services of a Veterinary Practice, however, the fees, including the costs resulting from a call-out or transport, regardless of how the emergency came about, are to be paid by the Owner. Should Powered by Pawz/Love for Pawz need to pay the Veterinary Practice, the Owner will be invoiced by Powered by Pawz/Love for Pawz and payment will be due upon presentation of the invoice.
- The Owner hereby gives Powered by Pawz/Love for Pawz his/her express authorization to provide their personal information to the Veterinary Practice for purposes of payment.
- **The Owner uses the services of Powered by Pawz/Love for Pawz at his/her sole risk.**

#### **Permission:**

- The Owner hereby consents and provides Powered by Pawz/Love for Pawz with the express authorization to publish photographs of the Dog on Powered by Pawz/Love for Pawz website, advertising and/or media platform promoting Powered by Pawz/Love for Pawz.
- The Owner agrees that ownership of the published photographs vests solely in Powered by Pawz/Love for Pawz.

#### **Payment:**

- Payment is due on the date the Dog is enrolled into Powered by Pawz/Love for Pawz together with any additional services requested and/or rendered.
- Full payment of each monthly instalment must reach Powered by Pawz/Love for Pawz on or before the 1<sup>st</sup> of every month for which they are due, irrespective of holidays, weekends, year ends, etc.
- Payment for all accommodations and services thereto will be payable 50% at the time of booking, and 50% 1 (one) month prior to check in, and any additional costs incurred will be payable at the time of check out. Bookings will only be confirmed upon receipt of full payment.
- 100% cancellation fee for bookings cancelled canceled 2 (two) weeks prior to check in.
- 25% cancellation fee 1 (one) month prior to check in.
- All account payments are to be made into the account as stipulated on the invoice received by the client.
- Daycare fees and boarding fees shall be subject to an annual increase, which shall be affected in March of each and every year.

#### **Collection:**

- Powered by Pawz/Love for Pawz undertakes to care for your pet during the hours set out in the enrolment form from 07h30 to 18h00. The Owner undertakes to collect the Dog at the scheduled times. If the owner is late to collect the Dog a penalty can be charged at the discretion of Powered by Pawz/Love for Pawz. In the event that you are not able to fetch you pet by the 18h00, your pet will be enrolled into the boarding facility until the next day 7.30am (unless prior arrangements have been made).
- The Dog will only be returned to someone other than the Owner if prior arrangements have been made. Proof of identity will need to be provided before the Dog is released.

**Transport Services:**

- I recognize the risks of injury that accompany the transport of my dog to and from doggy daycare/boarding and acknowledge that this RELEASE is being relied upon by Powered by Pawz/Love for Pawz to permit the transport of my pet to and from Powered by Pawz/Love for Pawz or any other necessary location.
- Furthermore, I accept any and all conditions, rules and regulations promulgated by Powered by Pawz Doggy Daycare associated with the activities, use of the facilities and transport, and hereby agree to comply with them.

**Abandonment:**

- Should the Owner fail to collect their Dog from Powered by Pawz/Love for Pawz at the scheduled collection time for whatsoever reason, the Owner will be liable for all costs of boarding and feeding the dog from the scheduled date and time of collection to the actual date and time of collection.
- In the event of the Dog being left at Powered by Pawz/Love for Pawz for a period longer than 48 (forty eight) hours and the Owner has failed to make alternate arrangements, the Owner will be deemed to have abandoned the Dog and Powered by Pawz/Love for Pawz reserves the right to take any necessary steps to address the issue without further notice to the Owner. The Owner will at all times remain liable for the costs incurred in this regard.
- Any pet left at Powered by Pawz/Love for Pawz for long term boarding must pay invoices up front. Non Payment (within a 7 day period) will constitute abandonment of the pet and Powered by Pawz/Love for Pawz reserves the right to hand the pet to the SPCA.

**Additional Costs:**

- In the event of the Owner failing to submit proof of flea and tick prevention, Powered by Pawz/Love for Pawz will provide treatment on arrival at an additional fee, which the Owner agrees to pay.
- In the event of the Owner failing to provide proof of deworming, Powered by Pawz/Love for Pawz reserves the right to provide treatment on arrival at an additional fee, which the Owner agrees to pay.
- If any other treatment is needed, Powered by Pawz/Love for Pawz will first inform the Owner thereof, which costs the Owner agrees to pay. (Kennel cough, etc.)

**Undertakings:**

- No dogs may attend Powered by Pawz/Love for Pawz if the Dog is 'on heat'.
- The Owner undertakes to notify Powered by Pawz/Love for Pawz of any infectious and/or contagious disease or condition that the Dog has been exposed to or is affected by.
- The Owner undertakes to keep up to date with the Dog's vaccinations and to ensure that every precaution is taken to ensure the Dog remains infection free.
- The Owner undertakes to ensure that the Dog has a collar with a name tag containing the Dog's name and the Owner's contact number on it.

**General:**

- To the extent that any provision or part of this Agreement is found to be unenforceable, such unenforceability or invalidity of any provision or part of this Agreement will not affect the remaining provisions contained herein and such remaining provisions shall remain of full force and effect.
- No alteration, variation or cancellation by agreement of, addition or amendment to, or deletion from this Agreement shall be of any force or effect unless in writing and signed by both parties.
- **The owner may terminate their pets enrolment at Powered by Pawz/Love for Pawz, without reason, on giving 1 (one) full calendar months' notice to that effect in writing and securing a written acknowledgement from Powered by Pawz/Love for Pawz.** The owner shall continue to be liable for the full fees due to Powered by Pawz/Love for Paw until the conclusion of the notice period.
- It is understood that the enrolment shall continue seamlessly from date of enrolment until such a time as due notice is given as outlined and provided for in the enrolment form, irrespective of year ends, holidays, sickness, relocation, transfers, etc.
- By signing below, the Owner agrees that he/she has read, understood and accepted the rules, regulations, terms and conditions as set out above.

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2025

Owners full name: \_\_\_\_\_

Signature: \_\_\_\_\_