

SSPC: TERMS AND CONDITIONS

These terms and conditions (the "Terms & Conditions") govern the use of **Sydney Side Pet Care**.

1. Introduction

Please read these Terms & Conditions carefully before using the services provided by Sydney Side Pet Care ("SSPC", "us", "we", or "our"). By accessing and using our services, you ("Client", "you", or "your") agree to be bound by these Terms & Conditions.

By using this SSPC, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

2. Services

SSPC connects clients with Dog walkers and Pet sitters across Sydney who offers services including one on one dog walking, day sitting, house visits, overnight pet sitting (collectively, the "Services"). SSPC reserve the right to modify, suspend, or discontinue any Service without notice.

It is advised that clients book a "Meet & Greet" prior to hiring any walker/sitter from SSPC. This allows the Client to know who they are hiring and ensure that they are making an informed decision to hire the walker/sitter prior to any paid services. It is compulsory for a meet and greet to take place prior to any overnight pet sit.

The Client has the ability to request a specific day and time for the service to take place as well as with a specific walker/sitter, however this request is not always guaranteed.

Client is responsible for supplying the necessary equipment and supplies needed for the care of their pet(s) including, but not limited to, a sturdy, well-fit harness or collar and leash for walks or for house visits or pet sits; pet food, medications, identification tags, litter boxes, cat litter and cleaning supplies.

3. Eligibility

By using our Services, you:

- Represent and warrant that you are at least 18 years of age and have the legal capacity to enter into a binding contract.
- Guarantees that their pet does not have been deemed dangerous and/or does not have a history of aggressive/dangerous behaviours that could put the walker/sitter and/or general public at risk of injury or damage.

- Discloses any physical limitations, medical ailments, or physical or mental disabilities prior to the service.
- If required, will obtain a medical or behavioural examination and clearance for their dog prior to the service.

4. Intellectual Property

All content published and made available on our Site is the property of Sydney Side Pet Care and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

5. Registration and User Accounts

To access certain Services, you may be required to create an account with our system provider, Petboost® Pty Ltd. You agree to provide accurate information during registration and to update it as necessary. You are responsible for maintaining the confidentiality of your account information. Petboost Pty Ltd's [Terms & Conditions](#) and [Privacy Policy](#).

6. Communication

Client agrees to adhere to the use of monitored Whatsapp group chats created by SSPC to communicate with the walkers/sitters. These chats are monitored by SSPC to ensure quality and completion of bookings on time, support for walker/sitter during bookings, communications regarding bookings, wellbeing of pet, any incidents etc. If communication moves outside of the group chat, please understand this goes against our policy and your walker/sitter will guide the conversation back into the group chat (excluding phone calls).

Client understands that it is prohibited to negotiate service rates along with asking the walker/sitter to provide their services outside of SSPC.

7. Payment

Client accepts the rate of the service upon making the booking. There is no negotiation of service rates at any given time.

Client must reimburse SSPC for any authorised purchases made by the walker/sitter of goods necessary for the satisfactory performance of duties (e.g run out of pet food, lead/harness breaking).

In respect of Deliverables the Clients agree to the use of Stripe Payments Australia Pty Ltd ACN 160 180 343 ("Stripe") to process payments between Customers and Suppliers and between Suppliers and Petboost. SSPC agrees that it is a pre-condition of the Supplier becoming a Client, that Supplier must have demonstrated to Petboost that the Supplier satisfies Stripe's underwriting policies. The Supplier agrees to comply with the relevant

terms and conditions of Stripe's contracts as set forth at <https://stripe.com/au/legal> being the Stripe Services Agreement Australia and the Stripe Connected Account Agreement.

SSPC consents to Petboost's disclosure to Stripe of, and to Stripe's collection use retention and disclosure of, any information that Supplier provides to Petboost or that Stripe collects directly using cookies or other similar means in the processing of payments. For more information regarding Stripe's use of data, see [Stripe's Privacy Policy](#).

On behalf of SSPC, Stripe temporarily pre-authorises the Deliverables Fee and Site Fee, 72 hours prior to each appointment commencing in the given timezone of SSPC. If the customer chooses to cancel their appointment within the agreed cancellation period defined by the business, the pre-authorised funds are returned to the customer within 5-10 business days.

8. Cancellation and Refund Policy

a) Changes and cancellations may be made up to, and over 24 hours prior to the commencement of the appointment in the timezone of the business. Customers may cancel via their Petboost account at "<https://www.petboost.com.au/c/bookings>" or in correspondence with SSPC. SSPC strongly encourages customers to self-service their change and cancellation requests to ensure a timely and efficient outcome.

b) Cancellation/ Reschedule of walks, day sits, house visits bookings may incur a fees depending on notice given (must be in the timezone of the business):

- At least 24hrs notice prior to commencement of service, will result in refund/ no charge (pre-authorised funds are returned to the customer within 5-10 business days)
- Less than 24hrs notice prior to commencement of service, the customer is liable for a cancellation fee of 100% of the value of the booked service and any associated booking fees and charges if applicable.

c) Cancellation/ Reschedule of overnight pet sitting bookings may incur a fees depending on notice given and the length of the booking (must be in the timezone of the business):

- For pet sits of 7 days or less: At least 48hrs notice prior to commencement of service, will result in refund/ no charge (pre-authorised funds are returned to the customer within 5-10 business days). **Less than 48hrs notice prior to commencement of service, the customer is liable for a cancellation fee of 100% of the value of the pet sit and any associated booking fees and charges is applicable.**
- For pet sits of more than 7 days: A non-refundable deposit must be made of \$150 in order to confirm your booking. At least 5 days notice prior to commencement of service, will result in no further charge. **Less than 5 days notice prior to commencement of service, the customer is liable for a cancellation fee of 100% of the value of the first week of the pet sit and any associated booking fees and charges is applicable.**

SSPC reserves the right to apply or waive the cancellation fee at its sole discretion, depending on the circumstances of the customer's request and the reasonableness of the situation.

d) Wet weather: SSPC provides the services regardless of weather, unless deemed unsafe. The client must always assume that the service is going ahead regardless of weather. If safe, the walk/sit will go ahead as booked. SSPC wet weather option to play with your pet indoors for the length of the service is always an option if approved by the Client. In the case of an emergency, inclement weather or a natural disaster, the Client authorises SSPC to use reasonable judgment for the care and well being of Client's pet(s) and residence. SSPC will make reasonable efforts to maintain service during these conditions but reserves the right to adjust the schedule of service based on the sole discretion of the business

e) Inability to access pet: If the sitter/walker is unable to access the pet during the time of the confirmed booking (e.g. no key left out, pet not on premise, no access to house, etc.) the Client is still liable to pay the full service fee.

9. User Conduct

You agree to use our Services responsibly, lawfully, and in compliance with applicable laws and regulations.

10. Security

Client agrees to properly secure the home prior to leaving the premises. Walker/Sitter will re-secure the home to the best of their ability at the end of each visit. It is the responsibility of the Client to leave their key in a safe and secure place. SSPC recommends the use of a lockbox, updating the code on a monthly basis. It is the Client's decision to issue the walker/sitter a key. If done so, Client must notify SSPC and fill out the "Key Handling Form" as soon as possible.

10. Third-Party Services and Content

SSPC is not responsible for third-party websites, services, or content linked from our Site.

11. Insurance

SSPC is covered by professional indemnity insurance and public liability insurance.

12. Limitation of Liability

To the maximum extent permitted by law, SSPC shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or other intangible losses, resulting from your use of our Services or any related claims.

13. Indemnification

You agree to indemnify, defend, and hold harmless SSPC and its affiliates, officers, employees, agents, and partners from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses arising from your use of our Services or your violation of these Terms & Conditions.

14. Disclosure for Dog Walking and Pet Sitting Services

a) Vaccinations/Insurance/Health of Pet: Clients warrants that their pet/s is current with all vaccinations, has appropriate insurance, and is in good health to the best of their knowledge.

b) Safety of Caring for Pet: Client guarantees that their pet has not been deemed dangerous and/or does not have a history of aggressive/dangerous behaviours that could put the walker/sitter and/or general public at risk of injury or damage. SSPC reserve the right to refuse service, or to stop service in progress, if your dog poses a threat to the sitter/walker, other people/ animals of the public, either by aggressive behavior, other behavior issues, or any health problem.

c) Owner Responsibility: The Client acknowledges that they remain the legal owner of their pet at all times and therefore solely responsible and liable for any and all acts of behaviour by their pet. This may include, but is not limited to, injury or death to pet , injury or death to another pet, or injury or death to any individual providing services for SSPC or other clients.

d) Emergency Care: If Client's pet is injured or becomes ill, SSPC reserve the right to administer first aid and procure veterinary services if necessary. If your dog receives treatment, medication, or other attention, you agree to pay all expenses directly to the veterinarian and will not hold SSPC or any individual providing services responsible or liable for any resulting expense.

e) Potential Risks: Client acknowledges that, while great care is taken during the provision of dog walking and pet sitting, there are inherent risks associated. Client agrees not to hold SSPC or any individual performing services responsible for any injuries or adverse reactions that might result from my dog's participation in these services.

f) Photography: Client agrees to give SSPC the right and permission to use photos of my dog taken while in their care for illustration, art, promotion, advertising, social media, or any other purpose.

g) Release of Liability: Client agrees and understands and hereby releases SSPC, owners, partners, contractors, volunteers, financially or otherwise, for injuries to their pet, members of public, or any property of theirs/ others while their pet is participating in services.

15. Modifications

We reserve the right to modify these Terms & Conditions at any time. Your continued use of our Services constitutes acceptance of any changes.

16. Governing Law

These Terms & Conditions are governed by the laws of the applicable jurisdiction.

17. Contact Us

For any questions or concerns, please contact us at Claudia@sydney-sidepetcare.com.au

By booking a service with SSPC, you agree that you have read and understand the terms and conditions for SSPC.

Effective Date: 24th day of August, 2024