



Dog Training and Minding Agreement

About The Kelpie Kid

When we talk about “Services” in this Agreement, we are referring to the specialised dog training (including a specialised sheep dog herding training course) and dog minding services that The Kelpie Kid provides to a variety of dog breeds, but predominantly working dog breeds and other related services (**Services**). We are passionate about understanding, teaching and training dogs, and are excited to be working with you and your dog!

While we pride ourselves on being results-based and purpose-driven, we make no guarantee that your dog will achieve any specific results as a result of our Services. The techniques and methods we use are tried and tested but they may not be appropriate for all dogs. If your dog has any pre-existing medical conditions, sensory sensitivities, or anything else unique about them, please let us know before your first dog training or minding session (**Initial Service**) so that we can create an environment where your dog is safe, comfortable and ready to learn.

About this Agreement

The below terms and conditions, the liability waiver attached as Schedule 1 to these terms and conditions (**Waiver**) and the privacy policy attached as Schedule 2 to these terms and conditions (**Privacy Policy**, and together with the terms and conditions and Waiver, this **Agreement**), sets out the terms under which OLIVER CAPALDO operating under the business name ‘The Kelpie Kid’ ABN 31 921 624 207 (**The Kelpie Kid, we, us or our**) provides any Services to you or the company which you represent (the **Client, you or your**) and your dog (**Dog**). This Agreement will apply to your Initial Service, as well as any follow-up dog minding or training services we provide to your Dog after the Initial Services (**Subsequent Services**).

Changes to this Agreement

We may change this Agreement from time to time. When we do, we will provide you with reasonable notice. If you do not agree to any changes, please contact us. By continuing to use and/or pay for the Services, you accept any changes to this Agreement that we communicate to you.

Acceptance of this Agreement

Before you agree to proceed with any of our Services, please carefully read this Agreement.

By signing below, you acknowledge and agree that you have read and agree to be bound by this Agreement, which forms a binding contractual agreement with us. You represent and warrant that you have valid authority to enter into this Agreement on behalf of any entity you may represent.

Signed by the Client:	
_____	_____
Full name	Signature
_____	_____
Company/Organisation (if applicable)	Date

SERVICES AGREEMENT

Terms and Conditions

1 MEANING OF CAPITALISED WORDS AND PHRASES

Capitalised words and phrases used in this Agreement have the meaning given:

- (a) by the words immediately preceding any bolded and bracketed word(s) or phrase(s); or
- (b) in the definitions in clause 16 of this Agreement.

2 DURATION AND RENEWAL OF THIS AGREEMENT

- (a) This agreement will commence on the date this Agreement is signed or accepted by the Client, and continues in effect unless terminated or cancelled in accordance with clause 12 (**Term**).
- (b) The parties may agree to extend this Agreement by mutual agreement, including by conduct that indicates an intention to extend the Term.
- (c) If any Services are supplied after the expiry of the Term, without the parties having entered into a replacement agreement or otherwise having expressly agreed in writing that this Agreement will not apply, the terms of this Agreement will continue to apply for those Services. For example, if we provide you any Subsequent Services after any Initial Services, you acknowledge and agree that this Agreement will continue to apply for the Subsequent Services.

3 YOUR DOG

3.1 GENERAL

- (a) Before we agree to provide you with any Services, we will ask for some information about you and your Dog. This information helps us to consider whether we are the right fit for you and your Dog and also helps to manage your expectations for any Services we agree to provide you.
- (b) You represent and warrant that you will notify us as soon as reasonably practicable if any of your circumstances, or circumstances relating to your Dog, change.

3.2 DOG BREEDS

- (a) Our Services are tailored to teaching and training Australian working dog breeds, including:
 - (i) Kelpies;
 - (ii) Border Collies;
 - (iii) Koolies;
 - (iv) Australian Cattle Dogs; and
 - (v) any mixed-breed or variation of Australian working dog breeds, as determined by us from time to time.
- (b) We are usually happy to onboard dogs of all breeds for our Services, however any breeds other than those set out in clause 3.2(a) will be reviewed and accepted solely at our discretion.
- (c) While we believe that all dogs, regardless of their breed, have the potential to learn, we reserve the right to refuse certain breeds of dogs where we reasonably believe that they may not be receptive to or benefit from, the training methods and techniques we use.

3.3 TELL US ABOUT YOUR DOG

- (a) We understand that all dogs are unique and have their own preferences, sensitivities and history. If there is anything that you think we should know about your Dog before we provide the Services, please let us know so that we can accommodate their needs to the best of our ability. This includes:

- (i) any previous or current medical conditions, illnesses or injuries;
 - (ii) any allergies or intolerances;
 - (iii) any sensitivities to people, objects, dogs or other animals;
 - (iv) any aggressive or anxious tendencies; or
 - (v) anything else that affects your Dog's health, wellbeing or behaviour.
- (b) We reserve the right to refuse to provide the Services to any dog we deem unfit or unsafe for the Services, including dogs that are seriously unwell, injured, aggressive or anxious.
- (c) You represent and warrant that your Dog is desexed and up to date with its vaccinations, and we will assume this is the case unless you tell us otherwise. If we discover that your Dog is not up to date with its vaccinations or is not desexed, we may, at our discretion, refuse to provide the Services to you and your Dog.

3.4 DOG TRAINING GOALS

If you have any goals or concerns that you would like us to address in our dog training sessions, please let us know before we provide the Services. This includes:

- (a) any tricks, commands or behavioural habits you would like us to teach your Dog;
- (b) any bad habits that your Dog has picked up; or
- (c) anything else you would like us to focus on or achieve during the training sessions.

4 OUR SERVICES

4.1 ABOUT OUR SERVICES

- (a) We provide specialised dog training (including a specialised sheep dog herding training course) and dog minding services that aim to stimulate your Dog intellectually and physically and improve their obedience overall. In exchange for us providing you with these Services, you agree to pay the Fees in accordance with the terms and conditions of this Agreement.
- (b) Our Services are provided in person between the hours of 9.00 a.m. and 5.00 p.m. (AEST).

4.2 BOOKING THE SERVICES

- (a) You may book our Services by getting in touch with us via our Facebook page located at <https://m.facebook.com/thekelpiekid/>.
- (b) No booking request is confirmed until we have responded to your request and confirmed your booking in writing.

4.3 DOG TRAINING

- (a) **(Our approach)** Our dog training sessions use the same methods and techniques which are used to discipline working dogs on sheep and cattle farms around Australia. While we believe that our approach is effective with most dogs, we make no guarantee that your Dog will achieve any specific results as a result of our Services.
- (b) **(Disclaimer)** We'll do our best to accommodate any details you provide us about your Dog in accordance with clause 3, however we make no representation that we will be able to meet any or all of their needs or your expectations for the training sessions.
- (c) **(Initial session)** You do not need to prepare for your first dog training session with us **(Initial Training Session)**. During the Initial Training Session, we will get to know your Dog and will tailor the session to suit their ability level.
 - (i) We work with dogs of all ages and abilities and are happy to start with basic commands and general obedience during your Initial Training Session.
 - (ii) Alternatively, if there is anything in particular that you would like us to focus on during the Initial Training Session, please let us know in accordance with clause 3.4.

- (d) **(Subsequent sessions)** If you believe that your Dog would benefit from an additional training session with us (**Subsequent Training Session**), you can reach out and request a follow up session. Our Subsequent Training Sessions are tailored so that your Dog will progressively improve their skills, behaviour and obedience as well as targeting any bad habits or problem areas.
- (e) **(Ongoing training)** You acknowledge and agree that most of our dog training sessions are foundational and require ongoing training at home to achieve best results.
 - (i) After your Dog's Initial Training Session, we strongly suggest that you continue your Dog's training at home. We accept no responsibility for any lapse in your Dog's progression, whether as a result of your failure to continue their training or not.
 - (ii) If you choose to engage in Subsequent Training Sessions, we make no representation that your Dog will progressively improve with each session. You acknowledge that various factors may affect a dog's ability to progressively improve, including their overall health and wellbeing, psychological state, age, temperament as well as a failure to continue your Dog's training at home.

4.4 DOG MINDING

- (a) **(Our approach)** Our dog minding services do not operate as an overnight kennel, but instead provide an opportunity for us to exercise, socialise and play with your Dog during the day.
- (b) **(Activities and location)** We aim to make our dog minding sessions as fun and relaxing as they can be for your Dog. If there are any activities or locations that your Dog particularly enjoys or is sensitive to, please let us know in accordance with clause 3.3 so that we can accommodate their needs to the best of our ability.

4.5 LOCATION

- (a) **(Public and private locations)** We may provide the Services from a range of Locations, including both public and private Locations.
- (b) **(Not free from hazards)** The Locations we choose are safe and dog-friendly environments, but they are also outdoors, rural and may be exposed to natural elements, other dogs, sheep and other animals, people and hazardous objects or items. Your Dog's safety is our highest priority and we will do everything reasonably necessary to look after your Dog while it is in our care, however we make no guarantee that it will be in an environment free from hazards. You acknowledge and accept any risks involved with your Dog travelling to such environments.
- (c) **(Sensitive environments)** If your Dog is sensitive to any particular environments, including highly stimulating environments or environments where there are multiple dogs, sheep or other animals or people present, please let us know in accordance with clause 3.3.
- (d) **(Location)** We will confirm the Location by providing reasonable notice before the Services are scheduled to be provided. If you feel that the Location we propose is unsuitable for your Dog in any way, please let us know so that we can make alternate arrangements. Otherwise, we will presume that the proposed Location is suitable for your Dog.

4.6 PICKING UP & DROPPING OFF

- (a) **(Dropping Off)** If we agree that you will drop your dog off to us, we will provide you with the Location address and meeting time in advance.
- (b) **(Picking Up)** If we agree that we will pick up your Dog, you acknowledge and agree that an additional fee may apply, in accordance with clause 6.
 - (i) You agree to provide us with the pick-up address (**Pick-up Point**) with reasonable notice and agree to be present at this location at the time we agree to pick up your Dog.
 - (ii) We represent that the vehicles we use for picking up your Dog are safe, roadworthy and well-maintained. When we pick up your Dog, we will do

everything reasonable and necessary to make sure it travels comfortably and safely however, you acknowledge that there are inherent risks with driving and, to the maximum extent permitted by law, you assume all risks inherent in transporting your Dog from the Pick-up Point to the Location, and back.

4.7 WAIVER

By accepting this Agreement, including our Waiver, you acknowledge and accept all risks involved with the Services, including all of the risks outlined in the Waiver.

4.8 PHOTOGRAPHY AND VIDEOGRAPHY

- (a) In the course of providing the Services, The Kelpie Kid may take photographs or video recordings of you and/or your Dog.
- (b) From time to time, we may upload such photographs or video recordings to our social media platforms for the sole purpose of promoting our brand and Services.
- (c) If you do not want us to take photos or videos of you or your Dog, please let us know before we provide any Services to you. Otherwise, your acceptance of this Agreement, including our Privacy Policy, will constitute your consent to us storing, maintaining, using and disclosing (including capturing and sharing) such photos and videos.

5 OUR TRAINING TECHNIQUES AND METHODS

- (a) The dog training methods and techniques we use are derived from working dog farms in Australia (**Training Techniques**).
- (b) During your Initial Training Session, we will carefully assess your Dog's ability and use Training Techniques that are tailored to their temperament, ability level and your goals for your Dog. For best results, we encourage you to continue the Training Techniques with your Dog after they complete their sessions with us.
- (c) As the Training Techniques we use for your Dog are tailored to their unique needs, we strongly recommend that you do not use the same methods on other dogs or recommend them to other dog owners.
- (d) The Training Techniques are provided for the benefit of your Dog only and The Kelpie Kid retains ownership of the Intellectual Property Rights in the Training Techniques. Unless otherwise agreed with you, any Intellectual Property Rights in new Training Techniques that are created, developed or otherwise brought into existence in the course of providing you Services under this Agreement are immediately assigned to and vest in The Kelpie Kid as those rights are created.
- (e) However, we grant to you a non-exclusive, royalty free, non-transferable and revocable licence to use any Training Techniques to the extent such use is reasonably required for you to continue the Training Techniques with your Dog after they complete their sessions with us.

6 FEES AND PAYMENT

6.1 FEES

- (a) You must pay the fees to us in the amounts and at the times set out in this Agreement, including any Service Fees defined below (together, the **Fees**).
- (b) We reserve the right, from time to time, to change the Fees. We will notify you in advance if we do this.
- (c) To the maximum extent permitted under the *Competition and Consumer Act 2010* (Cth) any Fees paid in accordance with this Agreement are non-refundable. Any refunds we choose to issue will be solely at our discretion.

6.2 SERVICE FEES

- (a) (**Dog training**) Fees for dog training sessions are calculated per session as follows:
 - (i) **Initial Training Session:** \$75 for one 45 minute training session; and

- (ii) **Subsequent Training Sessions:** \$50 for each 45 minute training session we provide to your Dog after the Initial Training Session.

The duration of the training sessions set out in this clauses 6.2(a) is a guide only and may be subject to change depending on you, your Dog, your dog training goals or any other applicable factors. The Kelpie Kid may, in its absolute discretion, modify the duration of any training session and any applicable Fees to reflect that change.

- (b) **(Sheep Dog Herding Training)** Fees for our sheep dog herding sessions are calculated as follows:

- (i) **Initial Training Session:** \$100 for one hour (this is our 'foundational one-on-one obedience session', which includes 30 minutes of obedience training and 30 minutes of sheep herding training);and

- (ii) **Subsequent Training Sessions:**

- (A) *One-on-one sessions:*

- (I) **30 Minutes:** \$50 for 30 minutes;

- (II) **One Hour:** \$90 for one hour; and

- (III) **Two Hours:** \$150 for two hours;

- (B) *Group sessions:*

- (I) **30 Minutes:** \$30 for 30 minutes;

- (II) **One Hour:** \$50 for one hour; and

- (III) **Two Hours:** \$90 for two hours.

- (iii) **Discounts:** We are currently offering the following discounts if multiple Sheep Dog Herding Training sessions are purchased in advance:

- (A) 10% discount on total Fees; if you buy 3 sessions in advance;

- (B) 20% discount on total Fees; if you buy 5 sessions in advance; and

- (C) 30% discount on total Fees; if you buy 10 sessions in advance.

- (c) **(Dog minding)** Fees for dog minding sessions are calculated in two-hour or four-hour blocks as follows:

- (i) **Two Hours:** \$40 for two hours; and

- (ii) **Four Hours:** \$70 for four hours.

If you require dog minding services for less than two hours or more than four hours, please contact The Kelpie Kid to arrange a quote.

6.3 PAYMENT METHOD

The Kelpie Kid accepts payment of Fees made by Cash and EFT only.

- (a) **(Cash)** If you choose to make payment by cash, please bring the exact Fee amount in cash to the Location or Pick-up Point (whichever is applicable) and make payment after the Services have been provided; or
- (b) **(EFT)** If you choose to make payment by electronic funds transfer, we will issue a valid tax invoice for the payment of Fees. You will need to make payment in accordance with the details set out in that invoice.

6.4 SUSPENSION OF SERVICES

The Kelpie Kid reserves the right to suspend the Services where the Client fails to pay the Fees in accordance with clause 6.1.

6.5 TRAVEL FEES

- (a) If we agree to pick-up your Dog and take them to the Location, we reserve the right to charge an additional fee (**Travel Fee**), as a genuine reflection of the time involved with and the costs reasonably incurred by us in travelling to and from the Pick-up Point.

- (b) If we attend the Pick-up Point at the agreed time and you are not present and fail to arrive within a reasonable time thereafter, we reserve the right to charge a Travel Fee.

6.6 NO SHOW FEES

If you fail to attend the Location or the Pick-up Point at the time agreed for the Services, we reserve the right to charge an additional fee for your failure to attend the Service (**No Show Fee**) as a genuine reflection of our loss of business and inability to provide the Services to another client during this time.

6.7 GST

Where applicable and unless expressly indicated otherwise, amounts stated in this Agreement are inclusive of GST.

7 PRIVACY

- (a) The parties must comply with:
 - (i) if applicable, their respective obligations under the *Privacy Act 1988* (Cth); and
 - (ii) The Kelpie Kid's Privacy Policy.
- (b) The Kelpie Kid will keep the Client informed of any changes to its Privacy Policy during the Term.

8 WARRANTIES

- (a) To the maximum extent permitted by applicable Laws, all express or implied representations and warranties not expressly stated in this Agreement are excluded.
- (b) Nothing in this Agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, the Client may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.

9 SUBCONTRACTING

We may subcontract any aspect of providing the Services and you hereby consent to such subcontracting.

10 LIABILITY

- (a) (**Limitation of liability**) To the maximum extent permitted by applicable Laws, the maximum aggregate liability of The Kelpie Kid to the Client in respect of loss or damage sustained by the Client under or in connection with this Agreement is limited to the total Fees paid to The Kelpie Kid by the Client as at the date of the first event giving rise to the relevant liability.
- (b) (**Indemnity**) The Client agrees at all times to indemnify and hold harmless The Kelpie Kid and its officers, employees, agents, contractors and volunteers ("**those indemnified**") from and against any loss (including reasonable legal costs) or liability incurred or suffered by any of those indemnified where such loss or liability was caused or contributed to by the Client or the Client's officers', employees', agents' or contractors':
 - (i) breach of any term of this Agreement; or
 - (ii) negligent, fraudulent or criminal act or omission.
- (c) (**Consequential loss**) The Kelpie Kid will not be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this Agreement or any goods or services provided by The Kelpie Kid, except to the extent this liability cannot be excluded under the Competition and Consumer Act 2010 (Cth) or any other applicable Laws.

11 DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with this Agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this Agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith.
- (d) If the dispute is not resolved within a period of 14 days after the date of the notice, a party may by notice to the other party or parties to the dispute refer the dispute for mediation by the Australian Disputes Centre (the **ADC**) in accordance with the ADC Guidelines for Commercial Mediation operating at the time the matter is referred to the ADC (**Guidelines**). The terms of the Guidelines are hereby deemed incorporated into this Agreement.
- (e) If the dispute is not resolved within 28 days after the appointment of the mediator any party may take legal proceedings to resolve the dispute.

12 CANCELLATION

12.1 NOTICE PERIOD

- (a) If you wish to cancel your booking for Services, you must provide us with at least 1 Business Day's notice to avoid being charged a No Show Fee.
- (b) If we are, for whatever reason, unable to provide you the Services at the time and Location agreed, we will endeavour to give you reasonable notice of our inability to provide the Services. We will give you the option to:
 - (i) reschedule the Service to another time that suits; or
 - (ii) cancel your booking for the Service.

12.2 CANCELLATION FOR CAUSE

Either party (**Non-Defaulting Party**) may terminate this Agreement immediately by written notice to the other party (**Defaulting Party**) if the Defaulting Party is in breach of this Agreement and either:

- (a) fails to remedy such breach within 14 days of receiving notice from the Non-Defaulting Party requiring it to remedy such breach; or
- (b) that breach is not capable of remedy.

12.3 SURVIVAL

Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of this Agreement will survive and be enforceable after such termination or expiry.

13 FORCE MAJEURE

- (a) If a party (**Affected Party**) becomes unable, wholly or in part, to carry out an obligation under this Agreement (other than an obligation to pay money) due to a Force Majeure Event, the Affected Party must give to the other party prompt written notice of:
 - (i) reasonable details of the Force Majeure Event; and
 - (ii) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.
- (b) Subject to compliance with clause 13(a), the relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.
- (c) The Affected Party must use its best endeavours to overcome or remove the Force Majeure Event as quickly as possible.

- (d) For the purposes of this Agreement, a 'Force Majeure Event' means any:
 - (i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
 - (ii) strikes or other industrial action outside of the control of the Affected Party;
 - (iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
 - (iv) any decision of a government authority in relation to COVID-19, or any threat of COVID-19 beyond the reasonable control of the Affected Party, to the extent it affects the Affected Party's ability to perform its obligations.

14 NOTICES

- (a) A notice or other communication to a party under this Agreement must be:
 - (i) in writing and in English; and
 - (ii) delivered to the other party via the email address or other communication method used by the parties to correspond regarding the subject matter of this Agreement.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's email address, notice will be taken to be given:
 - (i) 1 Business Day after the email was sent; or
 - (ii) when replied to by the other party,whichever is earlier.

15 GENERAL

15.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in Queensland, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this Agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

15.2 BUSINESS DAYS

If the day on which any act is to be done under this Agreement is a day other than a Business Day, that act must be done on or by the immediately following Business Day except where this Agreement expressly specifies otherwise.

15.3 WAIVER

No party to this Agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

15.4 SEVERANCE

Any term of this Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this Agreement is not limited or otherwise affected.

15.5 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

15.6 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

15.7 COUNTERPARTS

This agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this Agreement and all together constitute one agreement.

15.8 COSTS

Except as otherwise provided in this Agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this Agreement.

15.9 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this Agreement.

15.10 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(currency)** a reference to \$; or “dollar” is to Australian currency;
- (c) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (d) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (f) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) **(this Agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it;
- (h) **(document)** a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (i) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (j) **(includes)** the word “includes” and similar words in any form is not a word of limitation; and
- (k) **(adverse interpretation)** no provision of this Agreement will be interpreted adversely to a party because that party was responsible for the preparation of this Agreement or that provision.

DEFINITIONS

In this Agreement and conditions, the following words and phrases have the following meaning:

Term	Meaning
Business Day	A day (other than a Saturday, Sunday or any other day which is a public holiday) on which banks are open for general business in Brisbane.
Dog	Has the meaning given to it on the first page of this Agreement under the heading ' <i>About this Agreement</i> '.
Fees	Has the meaning given to it in clause 6.1(a).
Force Majeure Event	Has the meaning given to it in clause 13(d).
Initial Service	Has the meaning given to it on the first page of this Agreement under the heading ' <i>About The Kelpie Kid</i> '.
Initial Training Session	Has the meaning given to it in clause 4.3(c).
Intellectual Property Rights	All copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of this Agreement both in Australia and throughout the world.
Laws	Any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in the relevant jurisdiction(s) where the Services are performed or received and includes any industry codes of conduct.
Location	The location where the Services will take place, as determined by us and confirmed to you in accordance with clause 4.5(d).
No Show Fee	Has the meaning given to it in clause 6.6.
Pick-up Point	Has the meaning given to it in clause 4.6(b)(i).
Services	Has the meaning given to it on the first page of this Agreement under the heading ' <i>About The Kelpie Kid</i> '.
Subsequent Services	has the meaning given to it on the first page of this Agreement under the heading ' <i>About this Agreement</i> '.
Subsequent Training Sessions	Has the meaning given to it in clause 4.3(d).
Term	Has the meaning given to it in clause 2(a).
Training Techniques	Has the meaning given to it in clause 5(a)
Travel Fee	Has the meaning given to it in clause 6.5.

Application of Waiver

1. This waiver applies to all Services provided by The Kelpie Kid, to you.

About your Dog

2. We understand all dogs are unique and that no one knows your Dog better than you do.
3. When you engage us for Services, you acknowledge and agree that you are solely responsible for providing us information about your Dog. This includes your Dog's medical history, including any past or current medical conditions, injuries, illnesses, or allergies, any behavioural tendencies including aggressive or anxious behaviour, excessive barking or escaping, or anything else that is unique to your Dog that we should know about.
4. You acknowledge and agree that the Services are reliant on the information you provide us about your Dog. You agree to provide us with updated, accurate and complete information about your Dog.
5. We work with dogs of all temperaments and ability levels however **we will not tolerate excessive aggression towards people or other animals**, under any circumstances. By engaging in the Services, you warrant and represent that your Dog is not excessively aggressive and does not have a history of attacking people or dogs.

About our Services

6. Our Services aim to stimulate your Dog intellectually and physically and improve their obedience. We use dog training methods and techniques that have been developed across years of experience working with working dogs on farms around Australia, however **we do not guarantee that your Dog will achieve any specific result as a result of the Services**.
7. You may share your goals for your Dog's training and we will do our best to accommodate and work towards these goals during the course of providing you with the Services, however we make no representation that the Services will achieve any such goals.

Risks in public places

8. Some of our Services, particularly our dog minding Services, may take place in public places.
9. You acknowledge and agree that public places can be highly stimulating and busy environments with lots of people, dogs, loud noises, hazardous objects, proximity to main roads and other potential hazards. By agreeing to the Services, you accept and assume, to the maximum extent permitted by law, any risks involved with your Dog travelling to and playing in, public places.
10. We will supervise your Dog to the best of our ability however, by agreeing to the Services, you represent that your Dog is comfortable in public places and environments.
11. If your Dog is sensitive to loud noises, roads, dogs, animals, children, people or anything that is likely to be present in a public place, you must tell us before we provide the Services.

Risks in private properties

12. Some of our Services, particularly our dog training Services, may take place in, or on, private properties, including rural properties.
13. We'll take all reasonable measures to ensure that the private properties we use are safe for dogs however we make no representation that they are completely free from hazards of any kind. In particular, you acknowledge and agree that your Dog may be exposed to harm from other animals on the property, including the risk of larger and heavier animals such as sheep or horses kicking, stepping on or otherwise harming your Dog and the risk of other animals such as snakes attacking or biting your Dog.

14. Whilst we will use reasonable endeavours to ensure that the property is suitably fenced off from roads, we accept no responsibility for any harm to your Dog as a result of it running off or attempting to leave or escape from the property.
15. If your Dog is sensitive to loud noises, roads, dogs, animals, children, people or anything that is likely to be present in a private property, you must tell us before we provide the Services.

Driving risks

16. As part of the Services, we may pick up your Dog and drive them to the Services location.
17. If you agree to us driving your Dog, you acknowledge and agree that there are some inherent risks with driving, and, to the maximum extent permitted by law, you accept and assume all risks inherent in driving on roads of all descriptions, including but not limited to main roads, highways, unsealed roads, busy roads and roads affected by extreme weather conditions. You also acknowledge and accept that there may be unsafe drivers on the road which may increase the risk of driving.

Risks of injury or death – you

18. We may invite you to participate in the training of your Dog.
19. If you participate in any of the Services, you acknowledge and agree that you do so at your own risk and at your own free will, having regard at all times to your own medical history and overall health and wellbeing and physical fitness.
20. You acknowledge and agree that the provision of the Services may take place in locations that are inherently hazardous and dangerous and there are inherent risks to your safety when travelling to such places. **The risks to your safety may include, but are in no way limited to, the risk of being attacked by another dog or animal or being exposed to extreme natural elements including strong winds, rain, lightening, thunder or intense heat, any of which may result in serious injury or death.**
21. You assume all risks and liability arising from your choice to engage with our Services, which may cause injury or death to you. You release and agree to hold harmless The Kelpie Kid from any claims for damages relating to any injury you may suffer in connection with the Services.

Risks of injury or death – your Dog

22. You acknowledge and agree that you accept and engage in our Services, at your own risk and at your own free will, having regard at all times to the medical history, overall health and wellbeing, temperament, age and fitness of your Dog.
23. You acknowledge and agree that the provision of the Services may take place in locations that are inherently hazardous and dangerous and there are inherent risks to your Dog's safety when travelling to such places. **The risks to your Dog's safety may include, but are in no way limited to, the risk of being attacked by another dog, animal, or person, being hit by a car, truck or other vehicle, or being exposed to extreme natural elements including strong winds, rain, lightening, thunder or intense heat, any of which may result in serious injury or death.**
24. If we suspect that your Dog is mildly or moderately unwell or injured, we will endeavour to contact you as a first point of contact. However, we will use our discretion to determine whether your Dog is seriously unwell or injured or has otherwise been involved in a serious accident or emergency. If we reasonably believe that your Dog requires urgent or immediate medical attention, we reserve the right to contact a veterinarian of our choice, on your behalf. If we need to contact a veterinarian for your Dog, we are in no way responsible for any associated vet bills or fees and you acknowledge and agree that you are wholly responsible for covering the total amount of such bills or fees.
25. You assume all risks and liability arising from your choice to engage with our Services, which may cause injury or death to your Dog. You release and agree to hold harmless The Kelpie Kid from any claims for damages relating to any injury your Dog may suffer in connection with the Services.

Liability Cap

26. To the maximum extent permitted by law, you agree that the maximum liability of The Kelpie Kid and its officers, employees, agents, contractors and volunteers (**Personnel**) to you for all claims in aggregate (whether those claims be for breach of contract, negligence or otherwise) arising under or in connection with this waiver:
- (a) is totally excluded, insofar as it concerns liability for indirect, special and consequential damages, and damages (whether direct or indirect) (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)); and
 - (b) is limited, insofar as it concerns other liability, to the total amount paid to The Kelpie Kid by you as at the date of the first event giving rise to the relevant liability.

Indemnity & Release

27. You hereby release and agree to indemnify, defend and hold harmless The Kelpie Kid and its Personnel, from and against any and all loss, claims or liabilities arising from or in connection with your participation in the Services, including injury to you, your Dog or another dog or third party (including where that injury causes permanent disability), you or your Dog's death or the death of another dog or third party, or loss of damage to any property, regardless of whether those claims or liabilities were caused or contributed to by a negligent act or omission of The Kelpie Kid, its Personnel or any third party, including other participants.
28. Nothing in this waiver is intended to limit the operation of the *Competition and Consumer Act 2010* (Cth).

This Schedule 2 sets out our privacy policy.

We take our privacy obligations seriously and we've created this privacy policy to explain how we store, maintain, use and disclose personal information.

By providing personal information to us, you consent to our storage, maintenance, use and disclosing of personal information in accordance with this Schedule 2.

Types of personal information we collect

1. The personal information we collect may include the following:
 - (a) name;
 - (b) mailing or street address;
 - (c) email address;
 - (d) social media information;
 - (e) telephone number and other contact details;
 - (f) age;
 - (g) date of birth;
 - (h) photographs or video footage of you and/or your Dog;
 - (i) credit card or other payment information;
 - (j) information about your business or personal circumstances;
 - (k) information in connection with client surveys, questionnaires and promotions;
 - (l) your device identity and type, I.P. address, geo-location information, page view statistics, advertising data and standard web log information;
 - (m) information about third parties; and
 - (n) any other information provided by you to us via our website or our online presence, or otherwise required by us or provided by you.

How we collect personal information

2. We may collect personal information either directly from you, or from third parties, including where you:
 - (a) contact us through our website;
 - (b) receive goods or services from us;
 - (c) submit any of our online sign up forms;
 - (d) communicate with us via email, telephone, SMS, social applications (such as LinkedIn, Facebook or Twitter) or otherwise;
 - (e) interact with our website, social applications, services, content and advertising; and
 - (f) invest in our business or enquire as to a potential purchase in our business.
3. We may also collect personal information from you when you use or access our website or our social media pages. This may be done through use of web analytics tools, 'cookies' or other similar tracking technologies that allow us to track and analyse your website usage. Cookies are small files that store information on your computer, mobile phone or other device and enable and allow the creator of the cookie to identify when you visit different websites. If you do not wish information to be stored as a cookie, you can disable cookies in your web browser.
4. We may use Google Analytics to collect and process data, including when you use third party websites or apps. To find out more see [How Google uses data when you use our partners' sites or apps](#).

Use of your personal information

5. We collect and use personal information for the following purposes:
 - (a) to provide goods, services or information to you;
 - (b) for record keeping and administrative purposes;
 - (c) to provide information about you to our contractors, employees, consultants, agents or other third parties for the purpose of providing goods or services to you;
 - (d) to improve and optimise our service offering and customer experience;
 - (e) to comply with our legal obligations, resolve disputes or enforce our agreements with third parties;
 - (f) to send you marketing and promotional messages and other information that may be of interest to you and for the purpose of direct marketing (in accordance with the Spam Act). In this regard, we may use email, SMS, social media or mail to send you direct marketing communications. You can opt out of receiving marketing materials from us by using the opt-out facility provided (e.g. an unsubscribe link);
 - (g) to send you administrative messages, reminders, notices, updates, security alerts, and other information requested by you; and
 - (h) to consider an application of employment from you.
6. We may disclose your personal information to cloud-providers, contractors and other third parties located inside or outside of Australia. If we do so, we will take reasonable steps to ensure that any overseas recipient deals with such personal information in a manner consistent with how we deal with it.

Security

7. We take reasonable steps to ensure your personal information is secure and protected from misuse or unauthorised access. Our information technology systems are password protected, and we use a range of administrative and technical measures to protect these systems. However, we cannot guarantee the security of your personal information.

Links

8. Our website may contain links to other websites. Those links are provided for convenience and may not remain current or be maintained. We are not responsible for the privacy practices of those linked websites and we suggest you review the privacy policies of those websites before using them.

Requesting access or correcting your personal information

9. If you wish to request access to the personal information we hold about you, please contact us using the contact details set out below including your name and contact details. We may need to verify your identity before providing you with your personal information. In some cases, we may be unable to provide you with access to all your personal information and where this occurs, we will explain why. We will deal with all requests for access to personal information within a reasonable timeframe.
10. If you think that any personal information we hold about you is inaccurate, please contact us using the contact details set out below and we will take reasonable steps to ensure that it is corrected.

Complaints

11. If you wish to complain about how we handle your personal information held by us, please contact us using the details set out below including your name and contact details. We will investigate your complaint promptly and respond to you within a reasonable timeframe.

Contact Us

For further information about our privacy policy or practices, or to access or correct your personal information, or make a complaint, please contact us using the details set out below:

Name: Oliver Capaldo

Email: olivercapaldo@gmail.com

Our privacy policy was last updated on 11 March 2022.