



**COUTURE CANINE**  
Canine Grooming Salon

**HAPPY TAILS**  
Dog Day Care



## TERMS OF SERVICE

At **COUTURE CANINE** (ABN 15 464 782 213) and **E DAWG PTY LTD** (ABN 93 624 086 111) trading as Happy Tails Dog Day Care (together the "**Business**"), we absolutely care about the safety and well-being of your dog (the "**Dog**"). Every effort will be made to make your dog's visit a safe and happy one. Prior to having your dog groomed or cared for by the Business (the "**Services**"), please read and agree to the terms and conditions set out herein (the "**Terms**").

You acknowledge and agree to the following Terms:

1. Your Dog must be current with all vaccinations, have current insurance and, subject to paragraph 2 below, be in good health, free from any injury, illness, parasite or other condition which may cause harm to the Dog, the Business or any other person or animal at the Business.
2. If your Dog is elderly or infirm, the Business may, at your request, provide Services to your Dog at your risk. You acknowledge and agree that the Services may expose pre-existing health or skin conditions and increase the risk of injury to your Dog, for which the Business is not liable.
3. "De-matting" or complete coat removal may dramatically alter your Dog's coat or appearance. If the Business determines that "de-matting" is required, or at your request, the Business may perform such service at your risk. Extra charges may apply. You acknowledge and agree that such services may expose pre-existing health or skin problems and increases the risk of injury to your Dog due to the tightness of the matted hair to the skin of your Dog, including minor cuts or clipper burn, for which the Business is not liable.
4. Should your Dog suffer any injury or illness during the performance of any Services, the Business reserves the right to administer appropriate first aid and procure veterinary services at your cost and risk where reasonably necessary, including treatment, medication or other attention. You agree to pay all expenses directly to the veterinarian and will not hold the Business or any personnel of the Business liable for any cost, expense, liability or loss arising from or in connection with such services.
5. The Business reserves the right to refuse service, or to stop any Services in progress, if the Business determines that the safety and wellbeing of your Dog or any other person or animal at the Business is at risk, including where your Dog exhibits aggressive behaviour or any health problem.
6. **OWNER RESPONSIBILITY:** You agree to be solely responsible and liable for the conduct of your Dog and shall indemnify and hold harmless the Business from any loss or damage suffered or liability incurred arising from or in connection with your Dog. This may include injury or death of your Dog or injury or death to any person or animal at the Business, including any personnel of the Business.
7. **AGEING AND SPECIAL NEEDS DOGS:** You acknowledge and agree that as your Dog ages or where your Dog has special medical conditions, the Services may become stressful, both physically and mentally for your Dog, and as a result latent, unknown, active or inactive conditions such as arthritis, bone, joint or surgical conditions, heart, kidney, or liver disorders may become active or inflamed, which could cause illness, seizures, or death. Although the Business takes responsible care when performing the Services, you agree to hold harmless the Business or any personnel of the Business from cost, expense, loss or damage suffered or liability incurred arising from or in connection with the Services or any injury, illness or death of your Dog.
8. **CANCELLATIONS:** You must give at least 24 hours' notice to cancel or reschedule any Services. If you fail to give the required notice, or attend the scheduled appointment time, you agree to pay for the Services in full. In the event of an emergency or other event beyond your control that prevents you from attending your appointment or giving the required notice, the Business may elect to waive any amounts.
9. The Business reserves the right to cancel or reschedule any Services. Every effort will be made to reschedule at a time convenient for both you and the Business.
10. The Business prides itself on the Services provided for our customers and may take photographs at the beginning or end of the Services for use on social media pages or marketing material of the Business. If you do not wish to have your Dog photographed, please inform the Business prior to your appointment.
11. Notwithstanding paragraph 10, the Business may take photos or videos of any matting or behavioural issues are present.
12. Your Dog must be presented with a proper fitting collar or harness.
13. **GENERAL:** Expiry or termination of these Terms does not affect any rights of the parties accrued before the expiry or termination. These Terms represent the entire agreement and understanding between the Business and you on everything connected with the subject matter of these Terms and supersedes any prior agreement or understanding on anything connected with the subject matter of these Terms. No amendment of these Terms is effective unless in writing and signed by the Business. These Terms may be updated and amended from time to time, and you are strongly encouraged to view the current Terms before requesting any Services. Any waiver, forbearance or indulgence by the Business in any regard whatsoever will only be given in writing signed by a director of the Business, and otherwise has no effect and cannot be relied on by you. No failure, delay or relaxation by either party in exercising any right conferred by these Terms will operate as a waiver of such right. These Terms are governed by the laws of Western Australia. Each provision in these Terms is distinct and severable and a declaration of invalidity, illegality or unenforceability of any provision or part thereof by a court of competent jurisdiction will not affect the validity or enforceability of any other provision of these Terms. You warrant and agree you have read this document before accepting and fully understand the contents, meaning and impact of these Terms. By entering into these Terms, except to the extent stated in these Terms, you do not rely on any representation, warranty, condition or other conduct which may have been made by the Business or any person purporting to act on behalf of the Business.
14. **DEEMED ACCEPTANCE:** By requesting or continuing to use any Services, you accept and agree to be bound by, the terms and conditions set out in these Terms.