

## Terms and Conditions

By requesting and using our services (including, but not limited to, instruction by phone, email, text, social media in person), you acknowledge and agree to our Terms & Conditions. We may change these at any time without notice.

## Definitions

In these Terms & Conditions:

- 'you', 'your', 'dog owner' refers to the person requesting and using our services.
- 'Our', 'we', 'us' refers to Instincts First
- 'Services' refers to our website, online booking, directory and the services listed on our website.
- 'Price' means the price of the service including admin and fees, as listed on the website and agreed between you and Instincts First
- 'Regular' is a weekly booking
- 'Casual' & 'Trial' is a booking(s) with no regular scheduling

## Socialisation services

• Instincts First adapts operations within term dates similar to New Zealand school terms, closing for one week each term break.

• We require enrolment based on a term commitment within our service. The responsibility for your dogs space to be held for the duration of the term comes in the form of attendance for stability of pack dynamics and payment agreement.

• You can choose from the following booking types:

○ Regular - weekly

- Two or three day a week placements per dog/family will take priority over new enrolments given the suitability and relationship already in place

• Booking priority will be given to requests in line with application date and to those we deem suitable. Remaining placement will be as space permits.

• To be placed into a regular day trip, dogs must complete an evaluation with Instincts First for assessment. Dependent on outcome, dogs may either then be placed into a suitable pack, or be required to complete further rehabilitation sessions with Instincts First to acclimatise and meet acceptable standards.

• Socialisation will take place in locations both open to the public and on private property. As such, we may come across the general public or livestock. Dogs will be taught and expected to respect their space and the environment around them.

• Regular dogs may be placed into an alternative day if a pack is deemed unsuitable, or if operations need to be cancelled or altered on a regular scheduled day.

## Dogs

• To enable us to provide the right service for your dog, it is your responsibility to provide as much relevant information as possible for us to assess your dog and assign placement, and to disclose all risks, dangers and medical conditions.

- Dogs must be in good health, physically fit for a minimum of 1 hour exercise, vaccinated for parvovirus and leptospirosis, and be regularly treated for worms and fleas.
- Dogs over 6 months must be neutered or spayed. Exceptions to accept entire dogs or bitches may be made upon request and assessment.
- It is the responsibility of the dog owner to address any behavioural or training issues, ensure their dog is of an acceptable standard for socialisation and is regularly exercised outside of daycare.
- Dogs must not have harmed or acted aggressively towards other dogs or people, or been recorded as menacing. Rehabilitation sessions will be required prior to any evaluation.
- We reserve the right to refuse service to any dog at any time.

## **Hours of Operation & Pick Up/Drop Offs**

- Our socialisation service is scheduled Monday to Friday, run all-year round, in most conditions. Cancellations may occur in heavy storm/wind conditions.
- Social sessions are morning start only
- Pick up times may vary at our discretion but will typically be between:
  - 7:00am - 8:00am
- Specific pick up times will be confirmed 12-24 hours beforehand.
- Pick up and drop offs are currently in New Plymouth and surrounding suburbs, Bell Block, Lepperton, Inglewood through to Stratford, Egmont Village, Oakura and all along the Surf Highway 45, but may include other locations by request (surcharge may apply).
- Pick up and drop offs must be from and to a secure location. Where a secure location isn't feasible, and you won't be there to meet us, a minder/kennel must be pre-arranged.
- Dogs must be ready to go at least 5-10 minutes before the scheduled pick up time - travel harness on and toileted. For new dogs who normally eat in the morning, we recommend they are fed after their first few daytrips, to be sure of travel sickness issues - please tell us if you would like us to feed them on drop off.
- Drop off times may vary at our discretion but will typically be between:
  - 1:00pm - 2:00pm
- Dogs must have access to fresh water upon drop off, within the area we are leaving them.
- We reserve the right to leave a dog we are unable to collect at the scheduled time or who isn't ready.
- For our Tuesday and Thursday off site packs, drop offs commence approximately 12:00pm.

## **Payment Terms**

- We will invoice you for your dogs placement in advance of the preceding term.
- Advance payment of term fees is payable either in full, weekly, fortnightly or monthly, via bank details provided.
- Surcharges may apply, such as for vehicle soiling or pick up outside of the coverage area.
- Standard socialisation fees apply per each day trip missed.

- Any increase in GST will increase your Instincts First fees. We will make a reasonable effort to notify you of any increase.
- Socialisation - \$45.00 per dog | \$70.00 two dog family
- Evaluation - \$60.00 per dog | \$90.00 two dog family
- End of day bathing service - \$10.00 per dog

### **Accident, illness and injury**

- You are still required to uphold all responsibilities for your dogs placement should what we deem minor accidents, illnesses or injuries occur. This translates to a period of 2-4 weeks of absence.
- For more serious incidents, we will at our discretion, credit the remaining fees to the next term or terminate your dogs placement.

### **Holidays and Public holidays**

- We operate during the majority of public holidays, confirmation will be given at least 48 hours ahead to confirm operations or should we cancel.
- Our socialisation school term dates for 2021 are as follows, with 1 week holiday closure:
  - . Monday 4th January - Friday 23rd April
  - . Monday 3rd May - Friday 16th July
  - . Monday 26th July - Friday 8th October
  - . Monday 18th October - Friday 24th December

### **Tools & Equipment**

- All dogs must be secured within the vehicles during transportation with a suitable safety harness.
- We prefer not to secure a dog by its collar, however in the event a suitable harness isn't supplied, this will be the chosen method of securing your dog, and any liability rests with the owner.
- Dogs may be required to wear a muzzle, halti, harness, lead or other training aid during a daycare, for transportation for the health and safety of themselves and of others (dogs, handlers, general public, stock etc).

### **Damage**

- We will ensure belongings are secure, use of equipment is supervised and dogs are under our control, however in the event:
  - a dog intentionally damages our equipment (or that of another dog), such as chewing through a halti or lead etc the replacement cost will be charged back to the dog owner, at the full Recommended Retail Price (RRP).
  - a dog causes harm or damages property of others (including livestock), any medical expenses, damages and other related costs will be the sole responsibility of the dog owner.

## Emergency

- Whilst every care will be taken to ensure the safety of your dog in our care and risks are managed and mitigated, due to the nature of activity there is an inherent risk of injury, illness or disorientation during daycare or transportation, and we will not be liable for any injuries, illness or expenses as a result.
- In an emergency, we will contact the primary dog owner or emergency contact on the numbers provided to agree a course of action. If the primary dog owner or emergency contact is unable to be reached, we will either
  - transport your dog to the nearest vet
  - request onsite vet treatment
  - transport your dog to the nearest emergency clinic if the first 2 options aren't feasible.
- All expenses incurred are the responsibility of the dog owner.

## Storage and use of Information

- Instincts First will store your personal information and will only use, deal with or disclose in a way that is consistent with our privacy policy.
- Photos, videos and stories of your dog may be used by for marketing and PR purposes, by Instincts First

## Dispute resolution

We will endeavour to resolve any dispute. Please notify us as early as possible of any issues or concerns.

## Liability

The Client shall indemnify and hold harmless Instincts First and their employees and partners of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to their work.

Last updated March 2021

