

# MINDER'S AGREEMENT.



This Agreement is made on Wednesday, August 02, 2023

**BETWEEN: TOPDOG MINDERS Australia P/L**

**AND MINDERS FULL NAME: As stated on Minder Application Form**

**By returning this Minders Agreement to TopDog Minder via email or mail, I acknowledge I have read and accepted this Agreement.**

## **NOW IT IS AGREED AS FOLLOWS:**

### **Basis of Contract**

This Agreement commences on the receipt of this agreement and continues until it is cancelled by either party for any reason.

Unless otherwise agreed in writing, this Agreement applies to the first and each subsequent provision of the Services by the Minder.

### **Engagement of Minder**

TopDog Minders engages the Minder to provide the Services to Owners for and on behalf of TopDog Minders on the terms and conditions of this Agreement.

### **Provision of Services**

1. The Minder must carry out and complete the Services to TopDog Minders' satisfaction.
2. In performing the Services, the Minder must comply with all of TopDog Minders' policies and procedures that may be updated from time to time.
3. While performing the Services, the Minder must not do any act or thing that is:
  - prejudicial to the reputation, best interests or goodwill of TopDog Minders; or
  - Injurious to the health and wellbeing of the Dog.

### **Pricing**

1. TopDog Minders must collect from the Owner the Price payable for the Services prior to the Owner's delivery of the Dog to the Minder. The Minder is not required and must NOT accept any payment from Owners.
2. TopDog Minders must pay the Minder's Fee to the Minder within seven (7) days of the completion of the Services.
3. It is the Minder's responsibility to notify the appropriate social security agencies (if relevant) of the receipt of the Minder's Allowance for the provision of the Services.

### **Special Requirements**

1. If the Owner has requested, and TopDog Minders has agreed to provide, any Special Requirements, the Minder must use his or her best endeavours to provide the Special Requirements.

### **Minders' Obligations**

1. The Minder must at his or her sole cost and expense supply the Services from his or her Premises.
2. The Minder must at his or her sole cost and expense supply the labour and consumables reasonably required for the efficient provision of the Services.
3. The Minder must make any appropriate arrangements directly with the Owner for the supply of dog food, dog toys and any known medications.
4. The Minder must:
  - provide such Premises as are necessary for the conduct of the Services;
  - keep the Premises and all other areas in which the Services are carried out in a clean, tidy and sanitary condition at all times;

- provide the Dog with adequate shelter, access to drinking water and feed as per the owners instructions with food provided by the owner;
- take all practical and reasonable measures to provide adequate security for the Owner's Dog.
- If the Dog is apparently suffering from illness or accident, the Minder must promptly give notice to TopDog Minders and, in case of emergency, seek the services of the Owner's nominated veterinarian. If the Owner's nominated veterinarian is not available or if the time required to obtain such services would endanger the Dog, the Minder may use such other veterinarian as may be available and considered appropriate.
- TopDog Minders will reimburse the Minder for any expenses incurred in relation to obtaining the services of a veterinarian within fourteen (14) days of the completion of the Services.

### **Inspection**

1. The Minder must permit TopDog Minders or its agents to enter the Premises during normal business hours and after giving reasonable notice, except in cases of emergency:

- to introduce dog owners to the Minder;
- to inspect the Premises;
- to do anything necessary to comply with orders or notices of any authority; and
- to remove at its sole discretion the Owner's property and any Dog for which the Minder is providing the Services.

### **Liability and Indemnity**

- ❖ 1. TopDog Minders acknowledge that they have third party insurance which also provides third party coverage for the Minder. However, the Minder is solely liable for and should keep him or herself insured against all actions, proceedings, claims and demands of any kind whatsoever which any person may have or claim to have arising out of or in any way connected with the Minder's deliberately negligent provision of the Service. This includes but is not restricted to:
  - Loss or injury of an owners dog or any other dog or person or damage to third party property while off lead in a public area where the Minder has not obtained a signed Indemnity form from the owner;
  - Injury or loss of an owners dog or any other dog or person or damage to third party property if the dog escapes from Minders home and does not have a TopDog tag securely attached to the dogs collar;
  - Loss or injury of an owners dog due to not providing adequate food, water or shelter;
  - Loss or injury of an owners dog by deliberately and negligently not providing or incorrectly providing medication as instructed by the dog's owner;
  - Loss or injury of an owners dog by deliberately and negligently mistreating the dog in any way.
- ❖ 2. The Minder indemnifies and will keep TopDog Minders indemnified against all losses, claims, demands and actions made or brought by any person against TopDog Minders for any loss or damage whatsoever arising out of, or as a consequence of, any unlawful or deliberately negligent acts or omissions of the Minder in providing the Service, or any breach of this Agreement by the Minder.
- ❖ 3. By accepting any Dog for minding, the Minder consents to and accepts such Dog and waives his or her rights to claim any loss or damage from TopDog Minders, no matter how such loss or damage may have been caused.
- ❖ 4. This Agreement does not limit any legal rights which the Minder may otherwise have against any Dog Owner.

### **Restraint of Trade**

1. The Minder agrees that where TopDog Minders has referred an Owner to him or her for the provision of Services, the Minder will not personally and directly provide repeat Services to the Owner for a period of eighteen (18) months from the date of the last day of the last booking provided by TopDog Minders, unless referred by TopDog Minders.
2. Where the Owner requests the direct provision of the Services, the Minder must refer the Owner through TopDog Minders.
3. It is acknowledged that the Minder can provide care for family/friends dogs but must not be running their own dog minding business.

### **Relationship of Parties**

1. Nothing contained in this Agreement will be construed so as to entitle or expose either TopDog Minders or

the Minder to any of the rights or liabilities of an employment relationship, agency or a partnership.

### **Confidentiality**

1. The Minder will not at any time or for any reason divulge any of TopDog Minders' confidential information or that of any Owner, to any other person without the prior written consent of TopDog Minders or the Owner.
2. The Minder will not use or attempt to use any information which it may acquire during the term of this Agreement, in any manner which may injure or cause loss or be calculated to injure or cause loss to TopDog Minders or the Owner.
3. For the purpose of clause 12, "confidential information" includes without limitation all documents, software, processes and techniques, research, business and financial information, operating procedures and intellectual property belonging to or owned by TopDog Minders.

### **Variation of Agreement**

This Agreement may only be varied by written agreement between the parties.

### **Miscellaneous**

If any part of this Agreement is held to be unenforceable, it must be read down to the minimum extent necessary to render it enforceable and valid, or it must be severed from the remainder of the Agreement. This Agreement will be governed by and construed in accordance with the laws of the State and the parties agree to the non-exclusive jurisdiction of the courts of the State, the Federal Court of Australia, and of courts entitled to hear appeals from those Courts.

Failure by TopDog Minders to enforce any of the terms and conditions of this Agreement will not be construed as a waiver of any of TopDog Minders' rights.

This Agreement constitutes the entire agreement between TopDog Minders and the Minder and supersedes all previous communications, representations, inducements, undertakings, agreements or arrangements between the parties.