

TERMS AND CONDITIONS

Going Rogue (PTY)LTD

Facility-Based Dog Boarding, Daycare & Related Services

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1. DEFINITIONS

In these Terms and Conditions:

- **“Kennel”** refers to **Going Rogue (PTY)LTD**, its owners, employees, contractors, and agents.
 - **“Client” or “Owner”** refers to the legal owner of the dog or an authorised agent.
 - **“Dog”** refers to any dog placed in the care of the Kennel.
 - **“Facility”** refers to the physical kennel premises operated by the Kennel, including indoor and outdoor areas, play yards, sleeping areas, grooming areas, isolation areas, and holding spaces.
 - **“Services”** include, but are not limited to, boarding, daycare, supervised exercise, controlled group socialisation, feeding, medication administration, grooming, bathing, and transport (where offered).
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2. APPLICATION OF TERMS

These Terms and Conditions apply to **all Services** provided by the Kennel.

By making a booking, delivering a dog to the Facility, signing any intake or acknowledgement form, or otherwise making use of the Kennel’s Services, the Client confirms acceptance of and agreement to be bound by these Terms and Conditions.

These Terms apply specifically to a **facility-based kennel environment** where dogs may be housed individually and exercised or socialised in **controlled group settings** at the Kennel’s discretion.

3. SERVICES OFFERED

The Kennel provides facility-based care, which may include:

- Overnight boarding

- Daycare
- Supervised exercise and playtime
- Controlled group socialisation
- Feeding and medication administration
- Grooming and bathing services
- Temporary isolation or separation where required
- Transport services (if offered)

All Services are provided subject to these Terms and Conditions.

3A. GROOMING SERVICES

3A.1 Grooming and bathing services are provided **by prior arrangement** and are subject to the dog's health, behaviour, coat condition, and tolerance for handling.

3A.2 The Client acknowledges that:

- Matted coats may require shaving or close clipping for the dog's welfare
- Grooming may reveal pre-existing skin conditions, irritation, or parasites
- Minor cuts, abrasions, or stress responses may occur despite reasonable care

3A.3 The Kennel reserves the right to:

- Modify or discontinue grooming services if the dog shows signs of stress, aggression, or discomfort
- Apply additional charges for excessive matting, special handling, or extended grooming time

3A.4 The Kennel shall not be liable for grooming-related outcomes, except where caused by the Kennel's **gross negligence or intentional misconduct**.

4. BOOKINGS, FEES & PAYMENT

4.1 All bookings are subject to availability and confirmation by the Kennel.

4.2 Fees are payable in advance unless otherwise agreed in writing.

4.3 The Kennel reserves the right to require deposits, including an **abandonment care deposit**, prior to the commencement of Services.

4.4 Prices and fees may change from time to time in accordance with the Kennel's pricing policy.

5. HEALTH, VACCINATIONS & DISCLOSURE

5.1 All dogs must:

- Be in good general health
- Be up to date with vaccinations, including rabies
- Be free from contagious or infectious diseases

5.2 The Client must disclose **all known medical conditions, behavioural issues, aggression, anxiety, or special care requirements.**

5.3 Failure to disclose relevant information may result in refusal or immediate termination of Services without refund, and the Client may remain liable for any resulting costs.

6. DOG BEHAVIOUR, GROUP MIXING & SAFETY

6.1 Dogs are animals with individual temperaments and unpredictable behaviour, particularly in a kennel environment involving unfamiliar people, dogs, sounds, and routines.

6.2 Dogs may participate in **controlled group socialisation**, meaning:

- Grouping is at the Kennel's discretion
- Groups are formed based on size, temperament, age, energy level, and behaviour
- Group interaction is supervised
- Not all dogs are guaranteed group play

6.3 The Kennel reserves the right to:

- Remove a dog from group activities
- Restrict a dog to individual exercise
- Separate or isolate a dog

at any time if deemed necessary for safety, stress management, or welfare.

6.4 The Client acknowledges that injuries may occur during controlled group play despite reasonable supervision.

6.5 Any damage, injury, or costs arising from aggressive, destructive, or unsafe behaviour remain the responsibility of the Client.

6A. BEHAVIOURAL ASSESSMENT & SEPARATION

6A.1 Behavioural assessments may be conducted at any time during the dog's stay.

6A.2 If a dog displays aggression, extreme anxiety, or unsafe behaviour, the Kennel may implement separation, isolation, or modified handling procedures.

6A.3 Separation or isolation does not constitute a breach of service and does not entitle the Client to a refund.

6A.4 Decisions regarding group placement, separation, and handling are final and made in the interest of safety and animal welfare.

6B. GROUP PLAY & SOCIALISATION CONSENT

6B.1 Participation in controlled group play is optional and subject to the Kennel's assessment.

6B.2 By using the Kennel's Services, the Client consents to their dog participating in controlled group activities where deemed suitable.

6B.3 The Client understands that:

- Group play is supervised but not risk-free
- Dogs may engage in rough or physical play
- Minor injuries may occur

6B.4 The Kennel does not guarantee group play participation.

6C. HANDLING & OPERATIONAL DISCRETION

6C.1 The Kennel may handle, manage, and care for dogs in accordance with industry best practice and animal welfare standards.

6C.2 Behavioural assessments are observational and ongoing and do not guarantee future behaviour.

6C.3 Operational decisions made by Kennel staff are final and made in the interest of safety.

7. ASSUMPTION OF RISK

The Client acknowledges and voluntarily assumes all inherent risks associated with kennel Services, including but not limited to:

- Injury during supervised or controlled group play
 - Illness or stress-related conditions
 - Escape attempts
 - Property damage
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8. LIMITATION OF LIABILITY (CPA COMPLIANT)

To the fullest extent permitted by the **Consumer Protection Act**, the Kennel shall not be liable for any loss, injury, illness, or death of a dog, except where caused by the Kennel's **gross negligence or intentional misconduct**.

8A. CCTV, SECURITY & MONITORING

8A.1 The Facility may use CCTV and security systems for safety and operational purposes.

8A.2 CCTV is not monitored continuously in real time and does not replace physical supervision.

8A.3 Coverage may be limited by blind spots, equipment failure, or power interruptions.

8A.4 CCTV footage remains the property of the Kennel and will only be disclosed where legally required or deemed appropriate.

9. INDEMNITY

The Client agrees to indemnify and hold harmless the Kennel against all claims, damages, losses, costs, or legal expenses arising from:

- The dog's actions or behaviour
 - Injury to people or other animals
 - Damage to property
 - Participation in controlled group activities
 - Inaccurate or incomplete information provided by the Client
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10. VETERINARY CARE AUTHORISATION

10.1 The Kennel is authorised to seek veterinary care if a dog becomes ill or injured and the Client cannot be contacted.

10.2 Veterinary costs are for the Client's account.

10.3 Reasonable efforts will be made to contact the Client prior to treatment.

11. ABANDONMENT & ABANDONMENT CARE DEPOSIT

11.1 A dog not collected within **7 days** of the agreed collection date, after reasonable attempts to contact the Client, may be deemed abandoned.

11.2 An **abandonment care deposit** in the amount of **R1000.00** is required in advance.

11.3 The deposit may be used to cover food, care, housing, or shelter placement costs.

11.4 Any costs exceeding the deposit remain payable by the Client.

11.5 The Kennel may, in accordance with applicable law, surrender the dog to a recognised shelter or welfare organisation.

12. LATE COLLECTION

12.1 Late collections may result in additional charges as per the Kennel's pricing policy.

12.2 Repeated late collections may result in refusal of future Services.

12A. SPECIAL HANDLING & ADDITIONAL CARE FEES

12A.1 Additional fees may be charged where a dog requires special handling, individual care, continuous supervision, or modified management due to behaviour, anxiety, medical needs, or destructiveness.

12A.2 Such fees reflect increased staffing and resource requirements and do not constitute a penalty.

12B. TRANSPORTATION OF DOGS

12B.1 The Kennel may offer **optional transportation services** for dogs to and from the Facility, subject to availability and prior arrangement.

12B.2 Transportation may be provided using:

- A vehicle owned or operated by the Kennel
- A vehicle operated by Kennel staff for operational purposes
- A third-party pet transportation provider

12B.3 Transportation services are **not included** in standard boarding or daycare fees and will incur **additional charges**, which may be based on distance, time, fuel costs, frequency, or special handling requirements. Applicable fees will be communicated at or prior to booking.

12B.4 Dogs will be transported using handling and restraint methods deemed appropriate by the Kennel, which may include crates, harnesses, or secure enclosures. While reasonable care is taken, the Client acknowledges that transportation may cause stress, anxiety, motion sickness, or minor discomfort.

12B.5 Where third-party transportation services are utilised, the Kennel acts solely as a facilitator and shall not be responsible for the acts or omissions of such third parties, except where required by law.

12B.6 The Client acknowledges that transporting animals involves inherent risks, including traffic conditions and environmental factors, and voluntarily assumes such risks.

12B.7 The Kennel shall not be liable for any loss, injury, delay, or stress arising from transportation, except where caused by the Kennel's **gross negligence or intentional misconduct**.

12B.8 By requesting transportation services, the Client confirms their **consent** to transportation in accordance with the Kennel's Transportation Policy, which forms part of these Terms and Conditions.

13. PHOTOGRAPHY & MEDIA

Unless expressly declined in writing, the Client grants permission for photographs or videos of the dog to be used for marketing or promotional purposes.

14. PERSONAL INFORMATION (POPIA)

The Kennel collects and processes personal information in accordance with the **Protection of Personal Information Act (POPIA)**. Information is used for business, legal, and animal care purposes and is not shared except where legally required or necessary for veterinary treatment.

15. FORCE MAJEURE

The Kennel shall not be liable for failure to perform Services due to events beyond its reasonable control, including natural disasters, power outages, illness, or acts of God.

16. TERMINATION OF SERVICES

The Kennel reserves the right to terminate Services if these Terms are breached or if a dog poses a safety risk. Fees already incurred remain payable.

17. GOVERNING LAW

These Terms and Conditions are governed by the laws of the **Republic of South Africa**.

18. ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement between the parties and supersede all prior discussions or agreements.

19. ACCEPTANCE OF TERMS & ACCURACY OF INFORMATION

By making use of the Kennel's Services or signing any intake or acknowledgement form, the Client confirms that they have **read, understood, and agree** to these Terms and Conditions and that **all information provided is true, complete, and accurate**.

This acceptance includes consent to controlled group socialisation, behavioural assessments, special handling procedures, CCTV usage, and the Kennel's operational discretion.