

Croydon & District Obedience Dog Club Inc.

Membership Terms and Conditions



Croydon & District Obedience Dog Club Inc. (**Croydon Dog Club**) provides dog training and obedience services to its Members.

These terms and conditions, including any schedules or annexures (**Terms**), govern each Member's membership with the Croydon Dog Club, including Member participation in Activities.

In these Terms, "you" (and similar expressions) means the individual who accepts these Terms by making an Application for membership with Croydon Dog Club. By making an Application to Croydon Dog Club, you indicate your acceptance to and agree to be bound by these Terms.

IF YOU ARE MAKING AN APPLICATION ON BEHALF OF ANOTHER PERSON, YOU AGREE THAT YOU ARE MAKING THE APPLICATION AND ENTERING THIS CONTRACT AS THE AGENT OF THAT PERSON, AND THEY ARE ALSO BOUND BY THESE TERMS.

IMPORTANT: CLAUSE 9 CONSTITUTES AN EXCLUSION OF LIABILITY, A WAIVER OF YOUR RIGHT TO SUE, AND AN ASSUMPTION OF RISK. THESE CONDITIONS AFFECT YOUR LEGAL RIGHTS.

1. DEFINITIONS

In these Terms, the following words have the following meanings:

Activity means any activity relating to or connected with your membership with Croydon Dog Club, including attendance at or participation in dog training, assessments, trials, competitions, meetings, seminars, workshops, and events:

- (a) run by Croydon Dog Club; or
- (b) attended with or on behalf of Croydon Dog Club.

Application means a request, whether formal or informal, written or verbal, to join, re-join, or renew a membership with the Croydon Dog Club.

Authorised Visitor means a person who is not a Member but who is permitted to attend an Activity because they:

- (a) are registered to compete in the Activity, whether on behalf of another dog obedience club or as an individual;
- (b) have been invited to attend the Activity by the party hosting that Activity; or
- (c) are spectating the Activity, where spectators have been explicitly authorised by the party hosting the Activity.

High Impact Activities is defined in clause 7.4.

Junior Member is defined in clause 4.5.

Junior Member Agreement means the agreement which must be signed by a parent, guardian or supervising adult before a Junior Member can participate in Activities. A copy of the Junior Member Agreement is available [here](#).

Member means an individual who has been accepted into membership with Croydon Dog Club.

Privacy Policy means the Croydon Dog Club Privacy Policy, as amended from time to time. A copy of the Privacy Policy is available [here](#).

Puppy Class means a class run for dogs between 12 weeks and 5 months of age.

Puppy Pre-School means a class run for dogs between 8 and 12 weeks of age.

Released Parties is defined in clause 9.3(a).

Rules means the Croydon Dog Club Incorporated Association Rules, as amended from time to time. A copy of the Rules is available [here](#).

2. AGREEMENT

- (a) These Terms apply to all Members of Croydon Dog Club, including you, with no exception. If you do not agree to these Terms, you must cancel your membership or Application. You may notify us of your intention to cancel your membership or Application by emailing the Secretary at secretary@croydondogclub.com.au.
- (b) If you submit an Application on behalf of another person, you and that other person both agree that you submit that Application as the authorised agent of that other person, so that the other person will be bound by these Terms.
- (c) These Terms are to be read together with the Rules and Privacy Policy. If there is any inconsistency between those documents then the Rules, followed by these Terms, prevail to the extent of the inconsistency.
- (d) Croydon Dog Club may vary these Terms at any time, and will use reasonable means to notify you of any such variation. Your continued attendance at and participation in Activities after such notice indicates your acceptance of any variation. If you do not agree to the variation, you may end your membership by written notice to the Secretary at secretary@croydondogclub.com.au.

3. TERM

These Terms apply from the date you apply to become a Member of Croydon Dog Club and continue for the duration of your membership.

4. MEMBERSHIP

4.1. Application Requirements

- (a) Memberships are non-transferrable. Please carefully consider the person or persons who are the subject of your Application.
- (b) You must include the following documents with your Application:
 - (i) government-issued photo identification which confirms your current address (unless your Application is in regards to a membership renewal);

- (ii) proof of your dog's current vaccination record or titre test results (excluding Bordetella);
 - (iii) proof that you hold a government-issued concession (where applicable); and
 - (iv) proof of membership with the Victorian Canine Association Inc. (trading as Dogs Victoria), where applicable.
- (c) Your Application may be cancelled by Croydon Dog Club (and any fees already paid refunded):
- (i) if you do not make correct payment of the applicable membership fees within a reasonable time;
 - (ii) if you do not meet one or more requirements provided at the time of application (including availability to attend the relevant class, dog vaccination status, or dog age category); or
 - (iii) for any other reason, at Croydon Dog Club's reasonable discretion.

4.2. Change of Details

You must notify us as soon as possible of any changes to your contact details, including your address, phone number and email address.

4.3. Membership Period

- (a) Your membership at Croydon Dog Club is valid until 31 March in the calendar year after your Application was submitted. We will use reasonable means to notify you when your membership is coming up for renewal.
- (b) Before your membership expires, you may apply to renew your membership for a further 12 months. Membership renewals are subject to Croydon Dog Club's approval, but we will not unreasonably withhold our approval. It is your responsibility to ensure you renew your membership before it expires. If you do not renew your membership, it will expire automatically.

4.4. Membership Fees

- (a) When you submit your Application, you must also pay the applicable membership fees (as determined by Croydon Dog Club from time to time).
- (b) If your membership expires and is not renewed, you may be required to pay a joining fee if you choose to submit an Application at a later time.
- (c) Refunds will only be issued in accordance with applicable law, and otherwise at our discretion.

4.5. Junior Members

- (a) Members aged between 12 and 18 years old are considered **Junior Members**.
- (b) Junior Members may only train a dog if:
 - (i) a parent, guardian or supervising adult has signed a Junior Member Agreement;
 - (ii) a parent, guardian or supervising adult is also a Member and will attend class with the Junior Member at all times; and
 - (iii) where we consider necessary, the Junior Member has completed and passed an assessment to determine the suitability of the size and temperament of the dog in relation to the size and age of the Junior Member. The assessment may be

conducted by one or more Croydon Dog Club representatives, whose decision is final.

4.6. Breach of Terms or Law

Croydon Dog Club may suspend or cancel your membership if you breach these Terms, the Rules, or any applicable law, or otherwise engage in reckless or careless conduct. We also reserve the right to take further legal action against you, as applicable.

5. PARTICIPATION REQUIREMENTS

5.1. Members Only

Only Croydon Dog Club Members and Authorised Visitors are permitted to participate in Activities. Persons who are not Members or Authorised Visitors are not permitted on Croydon Dog Club grounds during training hours.

5.2. Membership Cards

- (a) Correct membership cards must be worn at all times while attending Croydon Dog Club.
- (b) You must take reasonable steps to ensure your membership card is not misused, lost or stolen, and you must notify Croydon Dog Club if you suspect a membership card is being used for unauthorised purposes.

5.3. Number of Members Training a Dog

Only one Member per dog is permitted to participate in class at any one time, with the exception of Puppy Pre-School, Puppy Class, and Junior Members, where one additional Member is permitted.

5.4. Dog Vaccination Status

- (a) If your dog is involved in an Activity, they will come into contact with other dogs and be exposed to public places which may have been visited by other animals. All dogs attending and participating in Activities must have a current, full vaccination record (or titre test result). The only exceptions are:
 - (i) dogs attending Puppy Pre-School, in which case only proof of first vaccination (or equivalent titre test result) is required; or
 - (ii) dogs attending Puppy Class, in which case only proof of second vaccination (or equivalent titre test result) is required.
- (b) Proof of Bordetella vaccination is not required.
- (c) It is your responsibility to ensure that all dogs you involve in any Activity are appropriately vaccinated on the advice of a qualified veterinarian. We are not liable if your dog suffers illness or death as a result of their participation in an Activity, including due to inadequate vaccination.

5.5. Suitability of Group Classes

Croydon Dog Club endeavours to assist all Members with appropriate training. However, group classes may not be a suitable learning environment for all dogs. Croydon Dog Club reserves the right to prohibit participation by dogs that Croydon Dog Club deems unsuitable for its training structure.

5.6. Dogs in Season

Dogs in season or "on heat" are not permitted on or near the Croydon Dog Club grounds, or to participate in Activities, until their season has been completed.

5.7. Serious Disease and Illness

Dogs which have been diagnosed with a highly-contagious, potentially life threatening disease or illness, including but not limited to canine parvovirus, canine distemper and infectious canine hepatitis, as well as individuals and dogs who live with that dog, are not permitted on or near Croydon Dog Club grounds, or to participate in Activities, for at least one month from date of diagnosis.

6. ACCEPTABLE BEHAVIOUR

6.1. Code of Conduct

You agree to comply with the Croydon Dog Club code of conduct at Schedule 1 to these Terms (**Code of Conduct**).

6.2. Conduct Towards Dogs

In addition to the requirements set out in the Code of Conduct, you agree to:

- (a) train your dog using positive-reinforcement methods, rather than methods derived from corrections or use of force; and
- (b) not engage in physical or verbal abuse towards dogs, including dogs in your care.

6.3. Conduct Towards Other People

When you participate in Activities or interact with Croydon Dog Club and its Members (including on social media), you also agree to:

- (a) not engage in physical or verbal abuse, bullying, harassment or intimidation towards other people, including Croydon Dog Club representatives; and
- (b) be polite and well-mannered in your interactions with other people, including Croydon Dog Club representatives.

6.4. What Happens If You breach These Conduct Requirements

- (a) If you fail to comply with the above requirements, Croydon Dog Club may:
 - (i) issue you a warning; or
 - (ii) cancel or suspend your membership.
- (b) Generally, Croydon Dog Club will only cancel or suspend your membership where we consider the breach to be serious, or where you engage in repeated minor breaches, but we reserve the right to cancel or suspend memberships where we think it appropriate to do so.
- (c) We also reserve the right to take further legal action if we think it appropriate or necessary.

7. SAFETY

7.1. General

- (a) You must take reasonable steps at all times to ensure:
 - (i) your own safety;
 - (ii) the safety of all dogs or persons in your care, including Junior Members; and
 - (iii) the safety of other people and dogs present at or around the relevant premises.
- (b) Dogs must be actively supervised by a Member at all times while attending Croydon Dog Club or participating in an Activity.

- (c) You must, at all times:
 - (i) stand a reasonable distance from other Members, Authorised Visitors and dogs, including during Activities, to prevent unwanted dog-dog and dog-human interactions and reactivity; and
 - (ii) maintain reasonable control over each dog in your care, and remove that dog from the relevant situation if you anticipate, or the dog engages in, reactive behaviour.
- (d) You also agree to follow all reasonable directions given to you by Croydon Dog Club and its representatives.

7.2. Supervision of Children

- (a) The safety of children around dogs is of paramount importance to Croydon Dog Club.
- (b) Persons under the age of 18 must be supervised by a parent, guardian or responsible adult at all times.
- (c) Persons under the age of 12 are not permitted to attend Croydon Dog Club or any Activities unless actively supervised by a parent, guardian or responsible adult who is not participating in an Activity.
- (d) For the safety of your children, Croydon Dog Club reserves the right to ask Members to leave Croydon Dog Club premises if it reasonably believes children are not being appropriately supervised.

7.3. Health and Wellbeing

- (a) When you and any dog in your care participate in an Activity, you warrant that you and your dog are in good health and free from any known adverse medical conditions which may be affected or exacerbated by that Activity.
- (b) If you or any dog in your care are not in good health, or if you have any concerns you or your dog may be adversely affected by participating in any Activity, you must not participate in the relevant Activity. If in doubt please seek medical and/or veterinary advice before participating in any Activity.

7.4. Restrictions on High-Impact Activities

- (a) Croydon Dog Club offers Members participation in high-impact activities and disciplines, including training and mentorship in the sports of agility and flyball (**High Impact Activities**). Participation in High Impact Activities may result in increased risk of injury to both dogs and Members.
- (b) A dog must only participate in a High Impact Activity if that dog;
 - (i) either:
 - A. is aged between 12 months and 10 years; or
 - B. has been granted an exemption by Croydon Dog Club (determined at Croydon Dog Club's sole discretion);
 - (ii) has no known medical conditions which affect or may be exacerbated by their participation in the High Impact Activity; and
 - (iii) is considered by Croydon Dog Club, acting reasonably, to be sufficiently healthy and capable of safe participation in the High Impact Activity.
- (c) A Member must only participate in a High Impact Activity if that Member:

- (i) has no known medical conditions which affect or may be exacerbated by their participation in the High Impact Activity; and
- (ii) is considered by the Croydon Dog Club, acting reasonably, to be sufficiently healthy and capable of safe participation in the High Impact Activity.

7.5. Aggressive and Reactive Dogs

- (a) You acknowledge and agree that:
 - (i) interactions with any dog may be unpredictable and involve an inherent bite risk or other risk of injury; and
 - (ii) any dog may react aggressively or defensively if faced with a perceived threat.
- (b) Before interacting with a dog that is in someone else's care (or allowing your dog or another person in your care to interact with that dog), you must first check with that dog's handler if it is appropriate for you, your dog, or the person in your care to interact with that dog.
- (c) You acknowledge and agree that dogs wearing yellow bandanas at Croydon Dog Club may be anxious, reactive, or aggressive under certain conditions, and you agree to maintain a safe distance between you (and any persons or dogs in your care) from dogs wearing yellow bandanas.
- (d) You may place a yellow bandana on a dog in your care at your discretion.
- (e) If Croydon Dog Club directs you to place a yellow bandana on a dog in your care, you agree that the relevant dog must wear a yellow bandana during all future attendance at Croydon Dog Club and while participating in Activities.
- (f) Croydon Dog Club may notify you if it considers it appropriate for you to remove a yellow bandana from a dog in your care. You may also apply to have a yellow bandana removed from a dog in your care, and Croydon Dog Club may give or withhold its approval at its reasonable discretion. If your request is rejected, your dog must continue to wear a yellow bandana when attending Croydon Dog Club or participating in Activities.

7.6. Weather Conditions

- (a) Croydon Dog Club trains outside in most conditions and may continue to operate in temperatures and weather which are neither favourable nor suitable to you. You acknowledge and agree that:
 - (i) training outside in wet weather conditions may result in uneven, slippery and muddy surfaces and increase risk of trips, slips and falls; and
 - (ii) training outside in hot weather conditions may result in dehydration and conditions such as heat stroke unless appropriate care is taken.
- (b) You are not obligated to participate in Activities during weather or conditions that you consider to be unsafe or unfavourable. You must only engage in Activities to the extent you feel safe and physically able to do so.

7.7. Heat Policy

- (a) If the temperature is predicted to reach 35 degrees Celsius or higher on a date and at the location where Croydon Dog Club Activities are operating, as determined at 4.00 pm the day before the Activities and based on the weather forecast predicted by the Australian Bureau of Meteorology, then Croydon Dog Club will cancel all affected Activities.

- (b) Croydon Dog Club may, at its reasonable discretion, cancel some or all scheduled Activities even where the requirements of clause 7.7(a) have not been met to ensure the wellbeing of its Members and/or dogs.

8. ADVICE AND RECOMMENDATIONS

- (a) Croydon Dog Club may, on occasion, provide you with information, advice and recommendations relating to the training, treatment and care of dogs in your care. Any information, advice or recommendation provided or made by Croydon Dog Club is general in nature and does not constitute professional advice. Croydon Dog Club makes no representations or warranties that any information, advice or recommendation provided to you is accurate, adequate or complete, and Croydon Dog Club is not responsible for any loss suffered as a result of or in relation to the use of or reliance on any information, advice or recommendations provided.
- (b) Any information, advice or recommendation provided by Members who are not authorised Croydon Dog Club representatives does not represent the views of Croydon Dog Club, and Croydon Dog Club does not necessarily endorse or approve of such information, advice or recommendations provided. You rely on any such information, advice and recommendations at your own risk.
- (c) To the extent permitted by law, Croydon Dog Club excludes all liability, including liability for negligence, for any loss, including indirect or consequential damages, arising from or in relation to the use of or reliance on any information, advice or recommendations provided to you by Croydon Dog Club or otherwise.
- (d) You should always seek the advice of a professional dog trainer or behaviour consultant, and/or a veterinarian, for specific issues and concerns.

9. LIABILITY AND RISK

9.1. Voluntary Assumption of Risk

- (a) You understand and accept that your participation in the Activities carries with it certain dangers, including the risk of:
 - (i) illness, injury and death, whether to you or any dogs or persons in your care, including as a result of:
 - A. slips, trips and falls;
 - B. exposure to dogs which may not be fully vaccinated and public places which may have been visited by unvaccinated animals; and
 - C. interactions with and between dogs, including bites and scratches; and
 - (ii) property damage and/or economic loss.
- (b) You accept, to the maximum extent permitted by law, all risks associated with participation in the Activity, and the participation of any dogs or persons in your care.
- (c) By attending or participating in Activities:
 - (i) you are voluntarily choosing to participate in the Activities at your own risk and of your own free will; and

- (ii) you accept all responsibility for the actions or omissions of any dog or person, including a Junior Member, in your care, and include those dogs or persons at your own risk.

9.2. Response to Personal Injury

You agree to pay the cost of and authorise Croydon Dog Club to take all steps it considers reasonably necessary to protect your welfare in the event of personal injury, including the administration of any emergency medical treatment and ambulance transportation.

9.3. Exclusion of Liability

- (a) In this section, **Released Parties** means Croydon & District Obedience Dog Club Inc., its related bodies corporate, and each of its directors, employees, volunteers, agents, officers, and contractors.
- (b) To the extent permitted under section 139A of the *Competition and Consumer Act 2010* (Cth) and/or section 22 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic) (as applicable), the Released Parties exclude all liability in respect of any:
 - (i) death;
 - (ii) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
 - (iii) contraction, aggravation or acceleration of a disease; or
 - (iv) coming into existence, aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs that is or may be harmful or disadvantageous to an individual or the community or that may result in harm to an individual or the community,where such liability would otherwise arise under or in relation to any warranty or guarantee:
 - (v) that the Activity will be provided with due care and skill;
 - (vi) that the Activity will be fit for any particular purpose;
 - (vii) that the Activity will (or might reasonably be expected to) achieve any particular result; or
 - (viii) that the Activity will be supplied within a reasonable time,

except that the exclusion of liability will not apply to significant personal injury caused by the reckless conduct (as defined in section 139A(5) of the *Competition and Consumer Act 2010* (Cth)) of the supplier of the relevant services or with reckless disregard, with or without consciousness, for the consequences of the act or omission (within the meaning of section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012* (Vic)).

9.4. Waiver

- (a) To the maximum extent permitted by law, you waive any rights, claims, actions or suits which you may have now and in the future against the Released Parties, and release each of the Released Parties from all liability no matter how it arises (whether under tort – including negligence – statute, contract, equity, or otherwise) in respect of your death, personal injury, loss, damage, or liability sustained by you or any other person or dog out of or in connection with your participation in an Activity.
- (b) To the maximum extent permitted by law, you indemnify and will keep indemnified each of the Released Parties in respect of any legal liability that the Released Parties may have

- to any third party (whether under tort – including negligence – statute, contract, equity, or otherwise) which arises in connection with your participation in an Activity.
- (c) Without limiting the above, to the maximum extent permitted by law you release the Released Parties from all liability for:
 - (i) any consequential loss; and
 - (ii) any economic loss,suffered or incurred by you or any other person or dog arising out of or in connection with your participation in an Activity.
 - (d) Nothing in these Terms prevents the Released Parties from relying on any laws (including statutes and common law) that limit or preclude their liability.
 - (e) Nothing in these Terms excludes any term or guarantee which, under statute, cannot be excluded, however the liability of the Released Parties is limited to the minimum liability allowable by law. In particular, you understand that you may have rights under consumer guarantees as set out in the Australian Consumer Law, except those rights excluded under this clause 9.

10. Warning under the Australian Consumer Law and Fair Trading Act 2012

- (a) Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that Croydon Dog Club is required to ensure that the recreational services it supplies to you:
 - (i) are rendered with due care and skill;
 - (ii) are reasonably fit for any purpose which you, either expressly or by implication, make known to Croydon Dog Club; and
 - (iii) might reasonably be expected to achieve any result you have made known to Croydon Dog Club.
- (b) Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic), Croydon Dog Club is entitled to ask you to agree that these statutory guarantees do not apply to you. If you agree to these Terms, you will be agreeing that your rights to sue Croydon Dog Club under the *Australian Consumer Law and Fair Trading Act 2012* (Vic) if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted, or modified in the way set out in these Terms.
- (c) The change to your rights, as set out in these Terms, does not apply if your death or injury is due to gross negligence on the part of Croydon Dog Club. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* (Vic) and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012* (Vic).

11. GENERAL

- (a) These Terms are governed by and will be construed in accordance with the laws of Victoria, Australia. Each party submits to the non-exclusive jurisdiction of the courts of Victoria, Australia.
- (b) You may not novate your interest, or assign your rights arising out of or under these Terms, without the written consent of Croydon Dog Club.

- (c) These Terms constitute the entire agreement between the parties relating in any way to its subject matter.
- (d) If any part of these Terms is void, illegal or unenforceable, that part is severed from these Terms and the balance remains enforceable.
- (e) Nothing in these Terms constitutes a joint venture, agency, partnership or other fiduciary relationship between the parties.
- (f) A right may only be waived in writing, signed by the party waiving the right. If a party has a right arising from another party's failure to comply with an obligation under these Terms and delays in exercising or does not exercise that right, that delay in exercising or failure to exercise is not a waiver of that right or any other right.

SCHEDULE 1 – CODE OF CONDUCT

1. Dogs to Remain On-Lead

All dogs must be on-lead between 8.30 am and 12.15 pm on the grounds, unless directed by a Croydon Dog Club representative.

2. Arriving Late

You are expected to be in your class by its starting time. If you are delayed, you agree to wait until a break in the class occurs before you join in.

3. Missing Lessons

(a) You agree to contact your instructor if you are likely to miss or have missed a lesson.

(b) You understand that if you miss three or more lessons in a single course (such as Puppy Class) at Croydon Dog Club, you may be reallocated to a class which is at an earlier point in the course curriculum. Croydon Dog Club will exercise its reasonable discretion when determining whether to reallocate a Member.

4. Damage to Property

(a) You agree to take reasonable steps to prevent damage to property, whether owned by Croydon Dog Club, Maroondah City Council, or a third party with whom you are undertaking an activity on behalf of Croydon Dog Club.

(b) You agree that in relation to paragraph 4(a) above, you are responsible for any damage to property caused by you, or a Junior Member or dog in your care.

5. Parking

You agree to park legally and in a manner which does not inconvenience others.

6. Smoking and Vaping

Smoking and vaping is prohibited at all times inside the clubhouse, and on the Croydon Dog Club grounds when Activities are in session.

7. Mobile Phones and Devices

Mobile phones and similar devices should be switched off or placed on silent during class, except in case of an emergency.

8. Waste Disposal

You agree to clean up after your dog at all times before, after and during participation in Activities. This includes in and around the Croydon Dog Club grounds, in the car park, and on surrounding streets.

9. Playgrounds

You must not permit a dog in your care to enter a playground at any time.

10. Tethering

You must not tie a dog in your care up on verandah posts, or near the doors into the Croydon Dog Club clubhouse or kiosk.