

www.whoswalkingme.co.uk / www.whosboardingme.co.uk Tel – 07825 183242 email : gayle@whoswalkingme.co.uk

Terms and Conditions

Company Name: Whoswalkingme.co.uk & Whosboardingme.co.uk – Or Associated Walkers

Registered Address: Cyder Mill Cottage, Cold Pool Lane, Badgeworth, Glos GL51 4UP (Hereinafter referred to as "the Carer")

Herein the "Client" is understood to be the pet owner.

1. Relationship and Responsibilities

1.1. The Client is solely responsible for any and all harm or damage caused by their dog(s) while it is under the care of Whoswalkingme, whosboardingme or any of its associated walking staff, and agrees to indemnify the carer in full against any liability arising from such harm or damage to third parties.

1.2. The Client agrees that, in admitting their dog(s), The carer has relied on the Client's representation that their dog is in good health and has not harmed or shown aggression or threatening behaviour toward any person or any other dog, other than that outlined in the dog walking information sheet, completed prior to any services.

1.3. All dogs will be subject to an initial assessment by Whoswalkingme / Whosboarding me prior to any of the carers services. The carer reserves the right to refuse admission to any dog deemed in their absolute discretion to be, or have the potential to be, dangerous or disruptive.

1.4. The Client agrees to notify the carer immediately of any unwelcome, aggressive, procreative, or dangerous behaviour of their dog that has potential to cause harm to any other dog or individual.

1.5. The carer offer services where dogs co-mingle in groups (subject to all relevant council rules) and the Client accepts that during the course of normal dog play their dog may sustain injuries. All dog play is carefully monitored to avoid injury, but scratches, punctures, torn ligaments, or other injuries may occur despite the best supervision.

1.6. The carer will only let dogs off the lead once an 'off the lead consent form' has been signed, and will remain at the discretion of the carer at all time.

1.7. The Carer will supply and be equipped with poo bags and will duly remove the pet's faeces from all public places.

1.8. The carer does have the use of their own pet trackers. These are used at the discretion of the carer and are for the carers use in helping monitor dogs. The use of these trackers is not guaranteed, and should you feel your dog it at risk of fleeing then it is your responsibility to notify the carer.

1.9. The carer will use their own collars and leads which have all legal requirements in terms of telephone numbers and contact details. The clients collars may be removed by the carer before any service.

1.10. The carer reserves the right to refuse admission if the Client fails to provide adequate proof of vaccinations (including bordetella), or the vaccinations are found to be expired or ?otherwise incomplete.

1.11. Bitches may not attend the carers services while in season or pregnant and reserves the right to refuse admission if these criteria are not met.

1.12. The Client agrees to take any necessary measures or precautions to ensure that their dog is continuously free of contagious, infectious, or otherwise communicable diseases. The Client further agrees to notify the carer immediately of any infectious and/or contagious disease or conditions their dog has been exposed to or is affected by. Such diseases and conditions include, but are not limited to: Distemper, Hepatitis, Kennel Cough (Bordetella), Parvovirus, Corona virus, worms, Lyme disease, Fleas, Pregnancy, Infectious Skin Diseases and Intestinal Parasites. The carer reserves the right to refuse admission until satisfied that the condition is resolved.

1.13. The Client consents to their dog being photographed, videotaped, and/or used in any media or advertising by the carer without prior approval. All such media remain the property of the carer.



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1.14. The Client agrees to ensure their dog has not eaten in the hour before pick up by the carer to ensure sufficient time to digest food before any exercise or play. Failure to do so may result in the potentially life-threatening condition Bloat (Gastric Torsion).

1.15. The Client agrees to provide keys/arrange access to the dog for the agreed appointment; failure to do so will result in a cancellation for that day's service and will be paid in full by the client.

1.16. In the event that the client provides a suitable harness, coat or muzzle, it is the responsibility of the client to ensure that these are in working condition and that any failure is not the responsibility of the carer.

Compensation

2.1. The Carer shall be paid as per the prices outlined to the client in advance of any service provided. For information on prices please refer to our website. <u>www.whoswalkingme.co.uk</u>. Should you wish to have a bespoke price then you will need to contact the carer directly.

2.2 Unless previously agreed the Carer will invoice the client monthly for all services (with the exception of boarding). Invoices will be raised during the last week of the month and payment is required within 3 working days of this invoice.

2.3 Failure to make payment in line with agreed timescales may result in the withholding or termination of services provided by the carer.

2.4 All boarding requests through whosboarding me will be invoices either in full prior to any stay or via a deposit and final balance again payable before any stay. Boardings less than 3 days will be invoices in full regardless of date. Boardings booked in more than 30 days in advance will be subject to a 50% deposit and balance payable 7 days before the stay.

3. Service Bookings

3.1. Walking, Day Care, Pet Visits and in some cases boardings can be booked using our online booking system. You will be given a unique customer number which will allow you to book your required services.

3.2 All services are subject to acceptance and approval of the carer and should not be assumed unless confirmed. We do our best to honour 99% of all booking but in the event we are unable to deal with your request we will endeavour to inform you as quickly as we can.

3.3 Bookings for the next day via our online system finish at 7pm. For emergency bookings then please contact Gayle on 07825183242 and we will endeavour to make it work for you.

4. Cancellation

4.1. Walking / Daycare or Pet Visits may be terminated upto 10 hours before a service online by the client or at least 24 hours by the carer, prior to the scheduled visit without incurring penalties or damages.

4.2. In respect to Home boarding then no refunds will be given once a deposit is paid, and 7 days cancellation is required prior to the start of the boarding to avoid the full balance being due.

4.3. Where the Client needs to cancel a scheduled walk / Visit last minute (on the day of the service) due to unforeseen circumstances, the carer reserves the right to charge for that day's service.

4.4. Any wrongful or misleading information in the Owner's Information or Dog Information sheets may constitute a breach of terms and be grounds for instant termination thereof.

5. Liability

5.1. The Carer will carry liability insurance relative to the services performed for the Client. A copy of the insurance policy has been made available to the Client and the Client acknowledges that he/she is familiar with its content.



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5.2. The Carer accepts no liability for any breach of security or loss of or damage to the Client's property if any other person has access to the property during the term of this agreement.

5.3. The Carer shall not be liable for any mishap of whatsoever nature which may befall a Dog or caused by a Dog who has unsupervised access to the outdoors.

5.4. The Owner shall be liable for all medical expenses and damages resulting from an injury to the Carer caused by the Dog as well as damage to the Client's property.

5.5. The Carer is released from all liability related to transporting Dog(s) to and from any veterinary clinic or kennel, the medical treatment of the Dog(s) and the expense thereof.

6. Indemnification

The parties agree to indemnify and hold harmless each other as well as respective employees, successors and assigns from any and all claims arising from either party's wilful or negligent conduct.

7. Emergencies

In the event of an emergency, the Carer shall contact the client at the numbers provided to confirm the Client's choice of action. If the Client cannot be reached timeously, the Carer is authorized to at the client's cost:

- 7.1. Transport the Dog(s) to the listed veterinarian;
- 7.2. Request on-site treatment from a veterinarian;
- 7.3. Transport the Dog(s) to an emergency clinic if the previous two options are not feasible.

7.4 Make the decision after discussions with the vet to instruct the vet to carry out euthanasia if deemed appropriate (as a last resort).

8. Security

The Carer warrants to keep safe and confidential all keys, remote control entry devices, access codes and personal information of the Client and to return same to the Client at the end of the contract period or immediately upon demand.

9. Relaxation of Terms

No relaxation, indulgence, waiver or release by any party of any of the rights in terms of this agreement on one occasion shall prevent the subsequent enforcement of such rights and shall not be deemed to be a waiver of any subsequent breach of any of the terms.

10. Whole Agreement

The Owner's Information sheet, Dog Information sheet(s) and the Veterinary Release Form attached constitute the sole and entire agreement between the parties with regard to the subject matter hereof and the parties waive the right to rely on any alleged expressed or implied provision not contained therein. Any alteration to this agreement must be in writing and signed by both parties.

11. Assignment

No party may assign any of its rights or delegate or assign any of its obligations in terms of this Dog Care Contract without the prior written consent of the other party, except where otherwise stated.

12. Binding Effect

The terms shall be binding upon and accrue to the benefit and be enforceable by either party's successors, legal representatives and assigns.