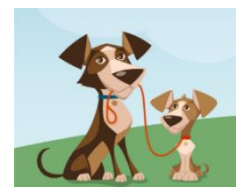


# Wuff Wuff Doggy Daycare



## Service Agreement in Respect of Doggy Daycare Services

The Client wishes to engage the Service Provider and the Service Provider agrees to undertake the services (hereafter referred to as the “Services”) as set out in the Booking Form in accordance with the policy and procedures document (“Policies and Procedures”) and subject to the terms and conditions of this Agreement. Any reference to pets in this Agreement shall refer to those specified on the Booking Form.

### 1. Commencement Date and Duration

1.1. This Agreement shall commence as dated and shall continue until terminated in accordance with clause 6.1.

### 2. Services

- 2.1. The Service Provider shall perform the Services in an attentive, reliable, and caring manner, using all reasonable skill and care, having due regard to the Policies & Procedures and any relevant information set out in the Booking Form.
- 2.2. The Service Provider shall act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification of Services provided in the Policies and Procedures.
- 2.3. The Service Provider shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, code of conduct and any other rules relevant to the provision of Services.

### 3. Client’s Obligations

- 3.1. The Client shall use all reasonable endeavours to provide all pertinent information to the Service Provider necessary for the Service Provider’s provision of the Services.
- 3.2. The Client authorises the Service Provider to carry out the Services.
- 3.3. The Client agrees that the information provided to the Service Provider is true to the best of his information, knowledge and belief.
- 3.4. The Client confirms that all flea and worming treatments are and will be kept up to date.
- 3.5. At this time, whilst it is not a legal requirement in Wales to be licensed to operate Doggy Daycare, the Service Provider does not insist on all vaccinations being up to date and Kennel Cough being administered before acceptance. The Service Provider does recommend that all vaccinations are up to date and Kennel Cough is given 2 weeks prior to starting Doggy Daycare.
- 3.6. The Client may issue reasonable instructions to the Service Provider in relation to the Service Provider’s provision of Services. Any such instructions should be compatible with the specification of Services provided in the Policies and Procedures.
- 3.7. The Client will be responsible for all medical expenses and damages resulting from any injury to the Service Provider, its employees and agents, or to other persons by the pet.
- 3.8. The Client shall fully indemnify the Service Provider in respect of costs and damages arising from any claim from any person suffering either injury or death caused by the Client’s pet.
- 3.9. The Client authorises the Service Provider to arrange for any emergency veterinary care that may be necessary during the provision of its Services. The Service Provider shall use all reasonable efforts to obtain the Client’s consent prior to obtaining emergency care.
- 3.10. The Client agrees to reimburse the Service Provider for any additional fees and expenses for providing emergency care. The Client further agrees to cover the cost of additional visits which may be necessary to ensure the pet’s safety or to monitor the pet’s progress in recovering from sickness or injury.
- 3.11. The Service Provider shall use its best efforts to use the pet’s normal Veterinary Surgeon wherever possible. The Client authorises the Service Provider to appoint an alternative Veterinary Surgeon to examine the pet and carry out such treatment or surgery as may be appropriate if the pet’s normal Veterinary Surgeon is not available.
- 3.12. Any delay in the provision of Services resulting from the Client’s failure or delay in complying with any of the provisions in this Clause 3 shall not be responsibility or fault of the Service Provider.

### 4. Fees and Payment

- 4.1. The Service Provider will charge the Client for the Services as quoted in the Booking Form (the “Fees”) and the Client agrees to pay the Service Provider the Fees, promptly when they fall due.
- 4.2. The Client agrees to reimburse the Service Provider for any additional fees for providing emergency care, as well as any expenses incurred for, without limitation, unexpected visits, transportation, housing, food or supplies on proof of a valid receipt
- 4.3. If the Client fails to make any payment on the due date, then the Service Provider shall, without prejudice to any other rights or remedies of the Service Provider, have the right to charge the Client interest on a daily basis at an annual rate of 8% on the sum due
- 4.4. Should any payment due under this Agreement remain unpaid for 7 days after it falls due, the Service Provider will be relieved of their contractual obligations under this Agreement to provide the Services until such time as payment is made.

### 5. Cancellations

- 5.1. In the event of the Client cancelling the Services, the Client agrees to pay Wuff Wuff Doggy Daycare a fee equal to:
- 5.1.1. 100% of the Fees if cancellation occurs less than 48 hours of the scheduled service;
- 5.2. Without prejudice to clause 9.1, in the event of the Service Provider cancelling or otherwise not being able to provide the Services the Service Provider shall either:
- 5.2.1. arrange alternative services or providers to a value and quality that would have been provided; or
- 5.2.2. in either case, provide 24 hours’ notice, or if 24 hours is not practical, for example in a sudden event or emergency, notice as soon as it is reasonably possible.

## **6. Early Termination**

- 6.1. This Agreement can be terminated by;
- 6.1.1. either Party serving not less than [28] days written notice on the other Party;
  - 6.1.2. the Service Provider, by written notice to the Client with immediate effect, in the event that any Fees or charges owed by the Client to the Service Provider remain outstanding for 28 days.
- 6.2. The Client shall pay Wuff Wuff Doggy Daycare for all fees, expenses and charges incurred up to the date of termination of this Agreement.

## **7. Insurance**

- 7.1. Wuff Wuff Doggy Daycare shall ensure that it has in place at all times suitable and valid insurance that shall include Public Liability Insurance relative to the services performed for the Client.

## **8. Indemnity and liability**

- 8.1. Wuff Wuff Doggy Daycare shall not be liable for any loss or damage suffered by the Client resulting from the Client's failure to follow any instructions given by Wuff Wuff Doggy Daycare
- 8.2. The Client shall accept full liability and responsibility for any event occurring or arising from the behaviour or characteristics of their pet.
- 8.3. The Client will indemnify the Service Provider against any damage or injury caused by the pet towards any property, person or other animal, this will include, but is not limited to veterinary, medical and legal fees.
- 8.4. The Service Provider shall not be liable for the injury, loss, death or any legal actions whether civil or criminal, any fines or legal penalties that may be imposed on pets or their responsible guardian, who gain unsupervised access to the outdoors, or within any other enclosed spaces, if the Service Provider has not used all reasonable care for the supervision of the pet whilst in their immediate care or provision of the services. This may include incidents of pets escaping from their designated or restrained areas or unexpected bolting
- 8.5. The Service Provider will care for your pet as the Client would, and whilst the Service Provider will make every effort to ensure the safety of the pet and ensure that the pet is well looked after in the Client's absence, the Service Provider cannot be held liable for any loss, illness or injury of any pet whilst in the Service Provider's care, nor for any death of a pet unless the Service Provider can be shown to be negligent
- 8.6. The Client is responsible for any veterinary bills, no matter how they are incurred, whilst pets are in the care of the Service Provider.
- 8.7. Nothing in this Agreement shall limit or exclude the Service Provider's liability for death or personal injury.

## **9. Aggressive or unsocial animals**

- 9.1. Should any pet become aggressive or dangerous, the Service Provider shall, in their sole discretion take whatever action they consider necessary in the best interest of the animal, other animals or people which may be encountered. This may, without limitation, include:
- 9.1.1. a refusal to offer the Services and immediate termination of this Agreement;
  - 9.1.2. obtaining assistance from a Vet, the R.S.P.C.A or the police;
- 9.2. Any fees and costs incurred in taking action pursuant to clause 9.1 shall be directly chargeable to and recoverable from the Client.
- 9.3. The Service Provider shall not be liable to the Client for any refund of Fees where the Client has not specified the behaviour and characteristics of the pet in the Booking Form and the Service Provider terminates this Agreement pursuant to clause 9.1.1.

## **10. Force Majeure**

- 10.1. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing its obligations under this Agreement caused by conditions beyond its control including but not limited to acts of God, war, strikes, fires, floods, governmental restrictions or power failures.
- 10.2. The Party (the "**Affected Party**") prevented from carrying out its obligations shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.

## **11. Assignment**

- 11.1. The Service Provider shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Service Provider.

## **12. Data Protection**

- 12.1. The Service Provider shall not use or pass to a third party (other than information needed by a carer to perform their duties) any sensitive or private data or information about the owners of the pet. Any and all information relating to the client, their property and pet(s) will be stored in accordance with the data Protection Act 1998 and the General Data Protection Regulations (GDPRs) wherever the need arises.

## **13. Entire Agreement**

- 13.1. This Agreement, along with the Booking Form, Policy & Procedures document, constitute the sole and entire agreement between the Parties, and supersedes all prior agreements, representations and understandings of the Parties written or verbal. Any alteration of this Agreement must be in writing and signed by both Parties.

## **14. Notices**

- 14.1. Any notice required to be served under this Agreement shall be in writing and shall be served by hand, post or electronic mail.
- 14.2. Notices shall be deemed served:
- 14.2.1. upon delivery, when delivered by hand,
  - 14.2.2. upon accepting delivery by signed receipt post/courier, when delivered by using a 'signed for upon delivery' postal service or courier.
  - 14.2.3. immediately following transmission, if by electronic mail provided the sender does not receive a non-delivery message.

## **15. Governing Law and Jurisdiction**

- 15.1. This Agreement, its formation and any contractual disputes, claims or interpretation shall be construed and governed in accordance with the courts of England & Wales and the Parties hereby agree to the exclusive jurisdiction of the courts of England and Wales.
- 15.2. Any delay in either party enforcing its contractual or legal rights shall not prejudice, restrict or prevent the right of any injured party suffering a loss to enforce its rights at a later date or later breach. Any such action must be brought in line with the Civil Procedure Rules regarding the Statute of Limitations in respect of any such action.

## Policies and Procedures

### 1. Bookings

- 1.1. A booking shall be made by completing a Booking Form and not accepted until all the necessary forms have been completed and payment details agreed in accordance with the price quoted.
- 1.2. Bookings may be accepted up to 24 hours before service begins.

### 2. Duty of Care

- 2.1. In the event of extreme weather which may have an adverse effect on the Client's pet e.g. heat or thunder storms, the Service Provider shall in their sole discretion take whatever action they consider necessary, including not carrying out scheduled exercise until it is, in their opinion, safe to do so.

### 3. Necessities

- 3.1. The Client shall provide secure collars with name/address tags and leads.
- 3.2. The Service Provider cannot be held liable for any injuries sustained to your dog/s or any other dog/s whilst in their care.

### 4. Damage to property or possessions

- 4.1. Any damage to the property or possessions of Wuff Wuff Doggy Daycare however caused by the pet shall be recorded by Wuff Wuff Doggy Daycare and where considered to be serious enough to inform the Client, they will do so at the earliest opportunity by whatever means is available. Any costs, including administration and man-power in providing such notice may be recoverable from the Client.

### 5. Medicines

- 5.1. It shall be the sole responsibility of the client to ensure the Wuff Wuff Doggy Daycare is fully aware of any health issues the pet is experiencing or has suffered in the past. Wuff Wuff Doggy Daycare cannot be held liable for any actions or omissions which result in problems or complications for anything not disclosed.
- 5.2. No booking can be accepted without a completed Veterinary Release Form (included on the booking form)
- 5.3. Wuff Wuff Doggy Daycare shall follow instruction given on the Booking Form but cannot be held liable for any complications which may arise.
- 5.4. In the event of a pet having a contagious illness or disease which has not been disclosed, the Client may be liable for the costs of treatment given to other animals which become infected.

### 6. Sick or injured pets

- 6.1. If the pet is taken sick or injured Wuff Wuff Doggy Daycare will notify the Client at the earliest convenience using whatever method is available to take instructions or guidance. In the event of the Service Provider not being able to contact the Client, or in an emergency situation, Wuff Wuff Doggy Daycare shall, if in its own opinion the pet needs veterinary attention/treatment/opinion Wuff Wuff Doggy Daycare shall make arrangements as necessary, in the best interest of the pet. Any veterinary bills shall be directly chargeable to the Client.

### 7. Privacy

- 7.1. It shall be the Client's sole responsibility to ensure the information provided to Wuff Wuff Doggy Daycare is current and up to date, the Client agrees to accept any decision made by Wuff Wuff Doggy Daycare in the event of Wuff Wuff Doggy Daycare not being able to contact the Client as a result of wrong information held.
- 7.2. Photographic permissions – I agree to my dog being photographed whilst in the care of Wuff Wuff Doggy Daycare and give permission for those photographs to be used for promotion and advertising purposes, including on the Service Providers Social Media Platforms & Website.

### 8. Insurance

- 8.1. The level of insurance cover required for providing the services shall be set out in the Service Agreement.

### 9. Fully intact Males and unspayed bitches

- 9.1 Fully intact males are accepted providing they do not continuously hump other dogs causing undue distress.
- 9.2 Unspayed females will be unable to attend daycare when in season and must only return when their season is completed.