

New Dawn - Cornwall

Terms & Conditions (Service Agreement) In Respect of Dog Walking, Day Care and Home Boarding of Animals

This agreement is made on date:

BETWEEN:

(1) New Dawn - Cornwall
Glynndawny
Enniscaven
St Austell
Cornwall PL26 8DE

("the service provider")

(2)

("the Client")

(together the "Parties")

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 Registration 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 Registration Form.

1. Commencement Date and Duration
 - 1.1. This Agreement shall commence on and shall terminate on
 - OR continue until terminated in accordance with clause 6.1. [*delete as appropriate*]
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 and Procedures and any relevant information set out in the Registration 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 vaccinations, treatments, licences, permits etc which he is obliged to have by law arising from the ownership of the pet have been obtained.
 - 3.5. 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.
 - 3.6. 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.
 - 3.7. 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.
 - 3.8. 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.
 - 3.9. 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.
 - 3.10. The Service Provider shall use its best efforts to use the pet's normal Veterinary Surgeon where ever 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.
 - 3.11. The Client shall ensure that the Service Provider has access to the Client's home or other specified location at the times to be agreed between the Service Provider and the Client.
 - 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 Registration 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 the Service Provider a fee equal to:

- 5.1.1. 100% of the Fees if cancellation occurs less than 48 hours of the scheduled service;
- 5.1.2. 50% of the Fees if cancellation occurs between 48 hours and 14 days of the scheduled service;
- 5.1.3. the non-refundable deposit, as set out in the Registration Form, if cancellation occurs not less than 14 days of the scheduled services.

- 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. refund any monies paid under this Agreement for the Services; and
 - 5.2.3. 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 the Service Provider for all fees, expenses and charges incurred up to the date of termination of this Agreement.

7. Insurance

- 7.1. The Service Provider 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.
- 7.2. It is agreed by the Parties that it is the Client's responsibility to ensure that the property, its contents and pets are adequately insured throughout the duration of the Agreement.

8. Indemnity and liability

- 8.1. The Service Provider 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 the Service Provider.
- 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 responsible for any damage caused to the Client's property or possessions or that of others caused by the Client's pet during the period the pet is in its care. The Client agrees to indemnify the Service Provider against any such claims as may be made against it arising out of or in connection with this Clause.
- 8.5. The Service Provider accepts no responsibility or liability for the security of the Client's property or premises, or any loss or damage which may be sustained as the result of action taken by third parties who also have access to the Client's property or premises either before, during or after expiry of this Agreement.
- 8.6. 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.
- 8.7. 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.
- 8.8. The Client is responsible for any veterinary bills, no matter how they are incurred, whilst pets are in the care of the Service Provider.
- 8.9. 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.CA or the police;

9.1.3. placing the pet in a boarding kennel.

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 Registration 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) details 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 Policy & Procedures document, Registration Form, Veterinary Release Form and Pet Owner Consent Form 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;

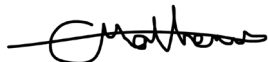
14.2.3. immediately following transmission, if by electronic mail provided the sender does not receive a non-delivery message.

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.

In signing this Agreement, both parties acknowledge they are legally authorised and entitled to do so, they fully understand and accept the terms (having taken legal advice if they consider it appropriate or necessary) and agree to be bound by the terms.



Signed:

Print name: **Emma Matthews** Date:

For and on behalf of The Service Provider

Signed:

Print name: Date:

For and on behalf of the Client