



Booking and Payment Terms and Conditions

1. Services

1.1 FourPaws Pampering 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 in place and any relevant information set out in the relevant *Registration Form*.

1.2 FourPaws Pampering shall act in accordance with all reasonable instructions given to it by the owner provided such instructions are compatible with the specification of services provided in the Policies and Procedures.

1.3 FourPaws Pampering 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.

1.4 It is preferred that the dog(s) arrives and leaves in a familiar vehicle so as to reduce any stress. Should transportation be required, it must be discussed and agreed at the consultation with instructions being followed.

1.5 All keys for the owner's property will be clearly labeled and kept in a lockbox at the FourPaws Pampering location. Should these keys need to be returned, they will need to be collected from the location at a mutually convenient time.

1.6 FourPaws Pampering will provide the following updates:

- o Day care services - at least one message (text, WhatsApp, email) will be sent per half a day. Social media platforms may also be updated throughout the day;
- o Dog sitting services - one message (text, WhatsApp, email) will be sent following the visit;
- o Dog walking services - one message (text, WhatsApp, email) will be sent during or after the walk, depending on the practicalities.

2. Owner's Obligations

2.1 The owner shall use all reasonable endeavours to provide all pertinent information to FourPaws Pampering necessary for the provision of the services. This includes providing up to date lock box codes and/or tested keys for dog sitting services. It is recommended that a lock box is installed at the side or back of the property, somewhere that is not visible from the street. The lockbox should have a

tested key as the primary means of entry. If a lockbox is not an option the owner must provide a set of keys, that will be securely locked away at the FourPaws Pampering premises.

2.2 The owner agrees that the information provided is true to the best of their information, knowledge and belief.

2.3 It shall be the owner's sole responsibility to ensure the information provided is also current and up-to-date. The owner agrees to accept any decision made by FourPaws Pampering in the event of not being able to contact the owner as a result of wrong information held.

2.4 It is the sole responsibility of the owner to ensure that FourPaws Pampering are fully aware of any health issues the dog is currently experiencing or has suffered in the past. FourPaws Pampering cannot be held liable for any actions or omissions which result in problems or complications for anything not disclosed.

2.5 Any delay in the provision of services resulting from the owner's failure or delay in complying with any of the provisions within these Terms and Conditions shall not be responsibility or fault of FourPaws Pampering.

2.6 The owner confirms that all vaccinations, treatments, licences, permits etc which they are obliged to have by law arising from the ownership of the dog have been obtained.

2.7 Vet records must be produced to show vaccinations against:

- o Canine distemper;
- o Infectious canine hepatitis (adenovirus);
- o Canine parvovirus;
- o Leptospirosis; and
- o Other relevant diseases, including Kennel cough (not required for dog sitting services).

2.8 Copies must be sent as part of the registration process, with originals being produced at the mandatory consultation.

2.9 A Vet certificate of a recent protective titre test can be accepted instead of a booster vaccination, but must be valid for the current period. Homeopathic vaccinations are not accepted. Vaccinations must be licensed for use in the UK.

2.10 A copy of resident dogs vaccination records can be produced if required.

2.11 Dogs must have been appropriately treated for external and internal parasites in accordance with Veterinary advice before admittance.

2.12 In the event of a dog having a contagious illness or disease which has not been disclosed, the owner may be liable for the costs of treatment given to other animals which become infected.

2.13 The owner will be responsible for all medical expenses and damages resulting from any injury to the Licence Holder, its employees and agents, or to other persons or animals by the dog.

2.14 The owner shall fully indemnify FourPaws Pampering in respect of costs and damages arising from any claim from any person suffering either injury or death caused by the dog.

2.15 Any damage to the property or possessions of FourPaws Pampering caused by the dog shall be recorded and where considered to be serious enough to inform the owner, they will do so at the earliest opportunity by whatever means is available. Any costs, including administration and resources in providing such notice, will be recoverable from the owner.

2.16 Any damage to the owner's property by their dogs is not the responsibility of FourPaws Pampering. The owner will be notified of any known damage caused by their dog as soon as practically possible.

2.17 The owner is responsible for ensuring that their property has adequate security measures in place to reduce the risk of escape. FourPaws Pampering will not be held liable for a dog that escapes due to poor security measures.

2.18 The owner authorises FourPaws Pampering to arrange for any emergency veterinary care that may be necessary during the provision of its services. FourPaws Pampering shall use all reasonable efforts to obtain the owners consent prior to obtaining emergency care.

2.19 The owner agrees to reimburse FourPaws Pampering for any additional fees and expenses for providing emergency care.

2.20 FourPaws Pampering shall use its registered Veterinary Practice (The Vet Clinic) wherever possible. The owner authorises FourPaws Pampering to appoint an alternative Veterinary Surgeon to examine the dog and carry out such treatment or surgery as may be appropriate if the registered Veterinary Practice is not available.

2.21 The owner is responsible for any veterinary bills, no matter how they are incurred, whilst dogs are in the care of FourPaws Pampering.

2.22 If access to the owner's property is unavailable (ie: code or keys do not work), FourPaws Pampering will attempt to contact the owner once to request help. It is then understood that FourPaws Pampering will be unable to complete the visit, if access remains unavailable.

2.23 The owner is responsible for ensuring that FourPaws Pampering are made aware, in advance, of any other visitors to their property (ie: gardener etc) during the dog sitting service. If prior notice has not been provided FourPaws Pampering will not allow access to the property under any circumstances.

2.24 The owner may issue reasonable instructions in relation to the provision of

services. Any such instructions should be compatible with the specification of services provided in the Policies and Procedures.

2.25 Dogs must be delivered on a lead and be wearing a secure collar with a tag with the owners name and contact details on.

2.26 For our Gold services, it is advised that dogs are not walked in the evening after receiving care. If they must receive a walk this should be done before drop-off. Dogs will require constant access to water in the evening and lots of toilet breaks.

2.27 FourPaws Pampering operates a zero tolerance policy and will not tolerate abusive or threatening behaviour.

2.28 FourPaws Pampering are proud of the service it is able to offer, so it is asked that owners remain respectful at all times.

3. Aggressive or Unsocial Animals

3.1 Should any dog become aggressive or dangerous, FourPaws Pampering shall, in their sole discretion take whatever action they consider necessary in the best interest of the dog, other dogs or people which may be encountered. This may, without limitation, include:

- o Isolating the dog until such time as the owner can collect them;
- o A refusal to offer the services and immediate termination; or
- o Obtaining assistance from a Vet, Dog Warden or the Police.

3.2 Any fees and costs incurred in these taking actions shall be directly chargeable to and recoverable from the owner.

3.3 The owner shall accept full liability and responsibility for any event occurring or arising from the behaviour or characteristics of their dog.

3.4 FourPaws Pampering shall not be liable to the owner for any refund of fees where the owner has not specified the behaviour and characteristics of the dog in the relevant *Registration Form*.

3.5 The owner accepts that failure to notify FourPaws Pampering, or in providing false or misleading information, they are fully liable should the dog injure any staff, person or animal whilst in day care.

4. Bookings

4.1 All bookings should be made directly with the Licence Holder through one of the various contact methods available.

4.2 Please allow 24 hours for a booking to be confirmed, up to 5 working days during holiday seasons.



4.3 Provisional bookings will be held for 7 days from the date the booking is made. If the relevant *Registration Form* and, if requested, the *Veterinary Consent Form* are not completed within this time, the provisional booking will be cancelled without further notice and available for others to book.

4.4 The Licence Holder reserves the right to terminate the booking if the owner breaches these Terms and Conditions, without notice or refunds issued.

5. Fees and Payment

5.1 FourPaws Pampering will invoice the owner for the agreed services and the owner agrees to pay FourPaws Pampering, promptly when they fall due. Full payment of invoiced fees are due no later than 14 days before the booking is due to take place, or as specified in the invoice.

5.2 Bookings will be invoiced upon receipt of the relevant *Registration Form*.

5.3 Payment of invoiced charges should be paid by bank transfer as per the invoice.

5.4 Reminders are not issued. If the owner fails to make any payment on the due date, then FourPaws Pampering shall, without prejudice to any other rights or remedies of FourPaws Pampering, have the right to charge the owner interest on a daily basis at an annual rate of 8% on the sum due.

5.5 Should any payment due under these Terms and Conditions remain unpaid for 7 days after it falls due, FourPaws Pampering will be relieved of their contractual obligations to provide the services until such time as payment is made.

5.6 Dogs must arrive, and be collected, promptly at the agreed start/finish time. Late arrivals/collections will result in additional fees. It is the owner's responsibility to ensure FourPaws Pampering are made aware of any delays in drop-off/collection as soon as possible.

5.9 The owner agrees to reimburse FourPaws Pampering for any additional fees for providing emergency care, as well as any expenses incurred for, without limitation, transportation, housing, food or supplies on proof of a valid receipt.

5.10 The owner agrees to reimburse FourPaws Pampering for additional time spent in the owner's property due to an incident that requires attention (ie: a full clean up).

5.11 There may be occasions where there are discounts available. Correct and accurate discount codes must be produced when completing the relevant *Registration Form*. Discount codes cannot be accepted after the form has been submitted.

5.12 No other concessions are applicable other than those reflected on the FourPaws Pampering website and Social Media platforms.

5.13 Fees and payments will be reviewed on a yearly basis and any bookings that take place after 1st October each year will be charged at the revised cost.

6. Cancellations

6.1 In the event of the owner cancelling the services, the owner agrees to pay FourPaws Pampering a fee equal to:

- o 100% of the fees, if cancellation occurs less than 48 hours of the scheduled service;
- o 50% of the fees, if cancellation occurs between 48 hours and 7 days of the scheduled service;
- o 25% of the fees, if cancellation occurs between 7 and 14 days of the scheduled service.

6.2 FourPaws Pampering reserve the right to cancel the booking by giving the owner written notice in the event of:

- o The premises cannot be opened under public health recommendations or becomes unfit for intended use; or
- o Such booking will lead to a breach of licensing conditions or other legal/statutory requirements.

6.3 In the event of FourPaws Pampering cancelling or otherwise not being able to provide the services FourPaws Pampering shall provide at least 24 hours notice. If 24 hours is not practical, for example in a sudden event or emergency, notice will be provided as soon as it is reasonably possible.

6.4 In this situation FourPaws Pampering shall refund any monies paid under these Terms and Conditions by way of bank transfer within 2 working days.

6.5 FourPaws Pampering are not liable for any direct or indirect loss or damages as a result of such cancellation.

7. Notices

7.1 Any notice required to be served shall be in writing and shall be served by hand, post or electronic mail.

7.2 Notices shall be deemed served:

- o Upon delivery, when delivered by hand;
- o Upon accepting delivery by signed receipt post/courier, when delivered by using a 'signed on delivery' postal service or courier; or
- o Immediately following transmission, if by electronic mail provided the sender does not receive a non-delivery message.

8. Insurance

8.1 FourPaws Pampering shall ensure that it has in place at all times suitable, valid insurance that shall include Public Liability Insurance relative to the services performed for the owner.

8.2 Nothing is to be brought onto the premises which might endanger the premises or render invalid any insurance policies covering the premises.

8.3 FourPaws Pampering insurance does not cover the owners property and equipment. Items left are done so at the owners own risk where FourPaws Pampering cannot be held responsibility for any loss or damage.

8.4 Any accidents resulting from equipment brought onto the premises by the owner are the responsibility of the owner.

8.5 The owner will indemnify FourPaws Pampering against any damage, heavy cleaning or injury caused by the dog towards any property, person or other animal, this will include, but is not limited to veterinary, medical and legal fees.

8.6 FourPaws Pampering will follow instructions given on the relevant *Registration Form* but cannot be held liable for any complications which may arise.

8.7 FourPaws Pampering will care for the dog as the owner would, and whilst every effort will be made to ensure the safety of the dog and ensure that the dog is well looked after, FourPaws Pampering cannot be held liable for any loss, illness or injury of any dog whilst in FourPaws Pampering's care, nor for any death of a dog unless FourPaws Pampering can be shown to be negligent.

9. Force Majeure

9.1 Neither party shall be liable in damages or have the right to terminate the agreement for any delay or default in performing its obligations caused by conditions beyond its control including, but not limited to; acts of God, war, strikes, fires, floods, governmental restrictions or power failures.

9.2 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.

10. Assignment

10.1 FourPaws Pampering 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 subcontractors. Any act or omission of such other member or subcontractor shall be deemed to be an act or omission of FourPaws Pampering.

10.2 FourPaws Pampering may, on occasion, have a spouse, family member or friend present whilst providing the scheduled services. No costs will be applied for

any assistance the companion provides.

11. Entire Agreement

11.1 These Terms and Conditions, along with the relevant *Registration Form* and *Veterinary 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 these Terms and Conditions must be in writing and signed by both Parties.

11.2 No booking can be accepted without a completed *Registration Form* and, if requested, *Veterinary Consent Form*.

12. Review

12.1 This Policy will be reviewed at least annually. FourPaws Pampering reserve the right to change or amend the "*Booking and Payment Terms and Conditions*" at any time without prior notice.

Updated by Rebecca Martin 20th March 2024