

WALK THE DOG
Terms and Conditions

These Terms and Conditions ("**Conditions**") are the contract between you and us for the dog listening consultations, puppy classes, dog walking, cat visiting and feeding, and small animal feed services as set out in the attached Bookings Form (together the "**Services**" or as otherwise individually referred to). In these Conditions, "**we**", "**us**" and "**our**" refers to Walk the Dog based at 15 Hillside Gardens, Berkhamsted, Hertfordshire HP4 2LF.

1. BOOKINGS

1.1 Bookings are subject to acceptance of these Conditions. We reserve the right to amend these Conditions from time to time without notice, with the most up to date Conditions always available on the Walk the Dog website which can be found at: www.walk-the-dog.net (the "**Website**"). You are therefore required to check the Website on a regular basis to keep abreast of any changes to these Conditions.

2. CHARGES

2.1 The Charges for the Services are set out on our Website and will be confirmed in the Bookings Form (as amended from time to time in accordance with these Conditions).

2.2 In consideration of the Charges, we will provide the Services on such dates and at such times as shall be specified in the relevant Bookings Form.

2.3 A deposit (the amount of which is detailed on our Website) (the "**Deposit**"), is payable on booking the dog listening consultation, with the remainder of the Charges being payable on completion of the consultation.

2.4 Charges for dog walking services provided on a rolling weekly basis are payable monthly in advance on the 1st of every month.

2.5 Charges for the puppy classes are payable in full at the time of booking.

2.6 Charges for ad hoc ("**Ad hoc**") dog walking, cat visiting and feeding, and small animal feeding Services are payable on the first day the Services are provided, prior to commencement.

2.7 In the event that you fail to pay any amount payable by you to us in accordance with these Conditions, we shall be entitled, but not obliged, to charge you interest on the overdue amount, payable by you forthwith on demand at 4% per annum above the base rate for the time being of Lloyd's Bank calculated on a daily basis (and compounded quarterly) from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

2.8 We shall have the right to amend the Charges at any time on not less than 28 days' prior written notice.

3. OWNER CONFIRMATIONS, PERMISSIONS, INDEMNITIES AND LIMITATIONS

3.1 You confirm that you are the owner of the pets ("**Pets**") as detailed in the Bookings Form and that the details contained in the 'Important Information' section of the Bookings Form are correct.

3.2 You confirm that your Pet has been vaccinated and that you have continued to vaccinate them in accordance with recommended guidelines as appropriate to your Pet and that you will provide us with evidence of such vaccination on request.

3.3 You are responsible for ensuring that your Pet is in good health, free from fleas, and is adequately wormed. If, at our absolute discretion, we are concerned at any time about the health of your Pet, we reserve the right to seek veterinary advice on your behalf and Conditions 3.7 and 3.8 shall apply in such circumstances.

3.4 You agree to provide keys or to arrange for keys or the Pets to otherwise be available to us so that we can carry out the Services.

3.5 Even if you have indicated in the Bookings Form that you would like your Pet to be let off the lead, you understand that under no circumstances are we required to do so.

3.6 If, in the Bookings Form, you have agreed to '**Play Dates**' (as described in the Bookings Form), we confirm that each handler shall be in charge of no more than 3 dogs during the Play Date.

3.7 You hereby authorise us to act as guardian to the Pets whilst the Pets are in our care. Whilst we will use our reasonable efforts to contact you prior to obtaining any care (emergency or otherwise) for your Pet, you authorise us to take any action which we consider suitable in order to protect and keep in good health the above named Pets, including, but not limited to using an alternative vet in the event that your regular vet is unavailable.

3.8 You further confirm that you will be responsible for any fees, claims, costs, damages, expenses or otherwise which are incurred, either veterinary or other, as a result of any sickness, accident, damage or injury caused to the above named Pets or by the above named Pets to another animal, person (whether or not an employee, sub-contractor or otherwise) or property howsoever arising and you shall indemnify us in full against all such fees, claims, costs, damages, expenses or otherwise and hold us harmless in the event of a claim by a person injured by the Pets.

3.9 Nothing in this Condition 3 shall exclude or restrict our liability for (i) death or personal injury caused by our negligence or that of our employees or sub-contractors or (ii) any limitation or exclusion which by law cannot be excluded.

3.8 Whilst we shall use our reasonable endeavours to look after your Pets whilst they are in our care, you acknowledge that we have no liability to you whatsoever in the unfortunate event that your Pet becomes ill, dies, escapes or otherwise gets lost or disappears whilst in our care.

4. AMENDMENTS TO THE 'IMPORTANT INFORMATION'

4.1 You agree to notify us as soon as possible of any changes to the 'Important Information' section of the Bookings Form or to any changes to your address, contact details and/or the health or death or your Pet (your "**Status Details**"). Our ability to provide the Services relies heavily on the accuracy of your Status Details. If we cannot contact you or deliver the Services due to incorrect Status Details, you will still be liable for the Charges, expenses or fees in accordance with these Conditions.

5. CANCELLATIONS

- 5.1 When you agree to receive the Services, we organise ourselves to ensure that we have the right people in the right place to deliver the Services to you and (if appropriate) reserve a place for you. Consequently, if you cancel any of the Services prior to receiving them, we may not have time to fill your place or may in any event incur costs which we cannot recover. It is for these reasons, subject to Condition 5.2 below, that we operate the following cancellations policy, regardless of your reasons for cancellation:
- 5.1.1 no notice or up to and including 1 hours' notice – full Charges payable;
 - 5.1.2 over 1 hour or up to and including 48 hours' notice – 50% of Charges payable; or
 - 5.1.3 more than 48 hours notice – no Charges payable.
- 5.2 Notwithstanding Condition 5.1 above, no refunds will be made for any cancellations of Puppy classes once payment has been received, or for the Deposit payable on the booking of Dog listening consultations.

6 EXPENSES

- 6.1 In addition to the Charges, you agree to reimburse us all reasonable expenses wholly, properly and necessarily incurred by us in the course of delivering the Services including, but not limited to, the Congestion Charge, unexpected visits, transportation, pet food, housing, cat litter or other similar necessities or, on your instructions, any other reasonable expenses incurred by us on your behalf.

7. TERMINATION

- 7.1 We may cease to provide any or all of the Services to you under these Conditions at any time for any reason by giving you not less than 28 calendar days' notice of termination in writing.
- 7.2 Notwithstanding any other provision in these Conditions, we reserve the right to cease providing any or all of the Services to you under these Conditions with immediate effect and without notice if:
- 7.2.1 you fail to pay any or all of the Charges for Ad hoc Services in accordance with Condition 2.6;
 - 7.2.2 you fail to pay any or all of the Charges for any Services which are not Ad hoc Services in accordance with these Conditions and they remain unpaid for more than 7 calendar days after they fall due;
 - 7.2.2 at our sole discretion, we believe that your Pet is badly behaved or aggressive either towards people, animals or property; or
 - 7.2.3 at our sole discretion, we believe that you have been rude or otherwise behaved unreasonably towards one or more of our employees or contractors.
- 7.3 Subject to the cancellation policy set out in Condition 5 above, you may terminate this agreement by notice in writing at any time.
- 7.4 Subject to all outstanding Charges having been paid in full by the date of termination, on termination we shall return to you all keys in our possession.

8. FORCE MAJEURE

- 8.1 We shall not be liable for any delay or failure to perform our obligations under these Conditions to the extent both that such failure or delay is wholly or partly caused by force majeure (including, but not limited to flood, earthquake, storm, extreme adverse weather conditions or other natural disaster, fire, explosion or any other cause beyond our reasonable control).

9. GENERAL

- 9.1 Words in the singular include the plural and vice versa.
- 9.2 All charges and expenses due to us under these Conditions shall be paid by you in full without any set-off or deduction whatsoever and notwithstanding any claim or counterclaim by you against us whether arising under contract or otherwise.
- 9.3 We reserve the right from time to time and on more than one occasion to refrain from insisting on or applying any of the obligations imposed by these Conditions on you. In doing so, however, we shall not be precluded from insisting or applying such obligations on you at a later date either in relation to the same, similar or another breach of these Conditions.
- 9.4 All notices required or authorised to be given under these Conditions shall be duly given if left at or posted by first class recorded delivery post to the last known address of the relevant party (as notified from time to time) and shall be deemed to have been served at the time of delivery or three working days after the date of posting whichever is the sooner.
- 9.5 We may assign, transfer, sub-contract or otherwise dispose of any or all of the Services at any time without your prior written consent.
- 9.6 If any provision of these Conditions (or part of a provision) is found by any court to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 9.7 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to the intention behind the provision.
- 9.8 These Conditions are governed by the laws of England and Wales, but do not affect your statutory rights.