

AGREEMENT

Between

A: Natasha Olivia Houghton-Thurlby of 18 Elmtree Road, Thorpe Hesley, Rotherham, S61 2TJ trading as The Paw Seasons Groom and Board (the Service Provider); and

B: _____ of _____
(the Customer)

Terms and condition on which the Service Provider provides its services to the Customer.

The Service Provider provides its services on the following terms and conditions.

1 The meaning of some words used in these terms and conditions

'we', 'us' or 'our' is a reference to the Service Provider;

'you' or 'your' is a reference to the Customer to whom we are providing our Services and who is required to pay for the Services we provide;

'Parties' is a reference to both us and you;

'Premises' means the place where we will provide the Services; and

'Services' means any service agreed including the boarding of dogs. The precise Services we will be providing to you will be stated in the Information Form to be provided by us to you and as we agree from time to time.

A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

Words in the singular include the plural and in the plural include the singular.

A reference to one gender includes a reference to the other gender.

2 Entering into a legally binding contract

- 2.1 A contract between you and us will come into being in one of two ways:
 - 2.1.1 When you sign the booking form we and you will enter into a legally binding contract on the date you sign.
 - 2.1.2 Where you and we agree orally that we should provide the Services then there will be a legally binding contract on the date of our oral agreement.
- 2.2 We suggest that before you sign the booking form or orally agree to us providing Services that you read through these terms and conditions. If you have any questions concerning them please ask us.
- 2.3 Subject to any variation under condition 2.4 below, the Contract shall be on these terms to the exclusion of all other terms and conditions howsoever expressed.
- 2.4 These conditions apply to all or our Services and any variation to these conditions and any representations about the Services have no effect unless expressly agreed in writing and signed by the Service Provider. You acknowledge that you have not relied on any statement, promise or representation made by or given on behalf of us which is not set out in these conditions. Nothing in this condition shall exclude or limit our liability for fraudulent misrepresentation.
- 2.5 Each booking by way of a signed Booking Form shall be deemed to be an offer by you to buy Services subject to these conditions.
- 2.6 No booking made by you shall be deemed to be accepted by us until the signed Booking Form and a minimum 50% deposited is receipted by us or the Services commence with a minimum 50% deposit, whichever is the sooner.
- 2.7 You shall ensure that the terms, dates and details of your booking and any applicable specification are complete and accurate.
- 2.8 These terms and conditions apply to all dogs that you place under our care. You should keep a copy of these terms and conditions for your records.

3 Providing the Services

- 3.1 Unless otherwise agreed in writing by us, supply of the Services shall take place at our place of business.
- 3.2 The Services shall be supplied in accordance with the Information Form.
- 3.3 We may at any time without notifying you make changes to the Services which are necessary to comply with any applicable health and safety or other statutory requirements, or which do not materially affect the nature or quality of the Service.
- 3.4 You will need to provide us with all the necessary bedding, toys, dog food and treats for the duration of the stay.
- 3.5 Any bedding or toys provided by you are left at your own risk and we will not be liable for the cost of replacement bedding or toys that are damaged or destroyed by your dogs.
- 3.6 If additional food or treats are required you agree, upon presentation of a receipt, to refund us.
- 3.7 In agreeing to these terms, you agree that your dog will socialise with other dogs in the provision of the Services, that this bears a risk of injury or illness, and that we are not liable for any injuries or illness resulting in your dog's attendance subject to condition
- 3.8 In agreeing to these terms, you confirm that you are the legal owner of the dogs and that your dogs have received all necessary worming, flea-treatments and are micro-chipped.
- 3.9 You will provide us with up to date vaccination records for your dogs prior to the Services being performed. Should you be unable to produce these documents then we reserve the right not to admit the dog until we (in our sole discretion) are satisfied that the dog is fully immunised. We may not require kennel cough inoculation, however, if such inoculation is required you are required to do so at least 10 days prior to arrival at our Premises for performance of the Service.
- 3.10 You are obliged to draw our attention to any traits or vices your dogs may have and to disclose any history of veterinary problems that may reoccur while the Services are being performed. We may be willing to administer medication to dogs during

their stay provided that we accept no liability if asked by you to administer the medication. You are obliged to provide accurate information regarding the dosage of any medication.

- 3.11 Unless otherwise agreed we will not accept dogs with infectious diseases.
- 3.12 If your dog develops any illness or condition after arrival (whilst the Services are being performed) which requires veterinary attention or treatment, we have the right to contact a veterinary surgeon at our sole discretion and you shall be notified where possible, but we are not bound to do so. The cost of any such treatment will be charged to you and the additional fees will be payable on discharge.
- 3.13 Subject to the other provisions of these conditions we are not liable for any pre-existing conditions found during provision of the Service and you will be charged for all medical treatment incurred due to such, payable by you on discharge. We are not veterinary surgeons and are not liable for any advice given. Any advice regarding health problems does not constitute formal veterinary advice and should at all times be checked with a veterinary surgeon.
- 3.14 We shall not be liable for any injury or irritation caused by, or uncovered during, the provision of the Services. Such irritations could include, but are not limited to: itchiness, skin redness or self-inflicted irritations/abrasions from excessive external rubbing.
- 3.15 No dog registered under the Dangerous Dogs Act 1991 or the Dangerous Wild Animal Act 1976 (e.g. Wolf Hybrid) will be accepted for boarding.
- 3.16 You are obliged inform us if your dog has bitten or has aggressive tendencies and we reserve the right to refuse entry to the dog. Any behaviour by the dog deemed dangerous or inappropriate by us may result in immediate termination of your dog's stay without refund.
- 3.17 If your dog attacks, or is involved in a fight with, another dog (and/or person) causing injury to that dog (and/or person), you will held liable for any losses incurred as a result including, but not limited to, payment of veterinary fees in respect of injuries to another animal caused by your dog.
- 3.18 Any unspayed dogs that are in season prior to the start of the stay will be kept in isolation from other dogs.

- 3.19 Any unsprayed dog that comes into season during the course of the stay will be kept in isolation from other dogs. We will use our best endeavours to contact you so that if preferred you can remove your dog but only if you have made your wishes in this respect known to us before the Services commence. In these circumstances you will remain liable for the full fee for the Services booked by you.
- 3.20 You are advised to have your dog fully insured before the Services commence. PROVIDED THAT if you do not have insurance you remain liable for all fees incurred.
- 3.21 We will use our best endeavours to contact you if your dog becomes seriously ill while in our care. If we are unable to contact you we, in consultation with a vet, may have the dog put down in an appropriate and humane manner if we deem it necessary to comply with our obligations under section 4 of the Animal Welfare Act 2006.

4 Days and times when we normally provide the Services and performance of Services away from the Premises

- 4.1 Unless we agree otherwise we will provide the Services 7 days a week, and start work no earlier than 7:30 am and finish work no later than 7 pm.
- 4.2 The performance of some of the Services may take place away from the Premises.

5 Price

- 5.1 Unless otherwise agreed by us in writing, the price for the Services will be the price set out in our price list published on the date of arrival.

We normally charge for our Services on a time basis. We charge for each half-day or day we spend in providing our Services.

If you purchase a full day service and fail to collect your dog by 7pm or the agreed time if different, then a £3.00 late fee charge applies for every 30 minutes or part of 30 minutes thereafter.

If you purchase a half day service and fail to collect your dog at 1pm or the agreed time if different, then the full day rate will be charged. If you then fail to collect your dog by 7pm, then a further £3.00 late fee charge applies for every 30 minutes or part of 30 minutes thereafter.

5.2 The price for Services is exclusive of any value added tax. However all costs and charges in relation to any additional services or insurance are excluded from the price, all of which amounts you shall pay in addition when it is due to pay for the Services.

6 Payment

6.1 Payment of the price for the Services is due in pounds sterling on the date that you collect your dog or the dog is returned to you by us.

6.2 Time for payment shall be of the essence.

6.3 No payment shall be deemed to have been received until we have received cleared funds.

6.4 All payments payable to us under the Contract shall become due immediately on its termination despite any other provision.

6.5 If you fail to make payment by the date or time we and you agree we may charge you interest at Barclays Bank's base interest rate plus 4% on any outstanding amounts if those outstanding amounts remain unpaid for more than 14 days from the date of our invoice or when we asked you first to pay them.

7 Where you seek to not pay amounts due to us

You will not refuse to pay any amount owing to us where there is only a minor or inconsequential defect or error in the performance of the Services. You will be entitled only to refuse to pay no more than a proportionate amount of any amount due.

8. Exclusion and limitation of liability

8.1 The following provisions set out the entire financial liability of the Service Provider (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

(a) any breach of these conditions;

(b) any use made by the Customer of any of the Services, or of any product associated with the Services; and

(c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

8.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

8.3 Nothing in these conditions excludes or limits the liability of the Service Provider:

(a) for death or personal injury to people caused by the Service Provider's negligence; or

(b) under section 2(3), Consumer Protection Act 1987; or

(c) for any matter which it would be illegal for the Service Provider to exclude or attempt to exclude its liability; or

(d) for fraud or fraudulent misrepresentation.

8.4 Subject to condition 8.2 and condition 8.3:

(a) the Service Provider's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and

(b) the Service Provider shall not be liable to the Customer for any pure economic loss, emotional loss, nervous shock, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

9. Cancellation by you

9.1 Once we and you enter into a binding contract you will normally not be able to cancel the contract, except where we agree or as otherwise provided for in this contract.

9.2 If we agree to cancel then you will be responsible for the cost of :

9.2.1 any of our time in performing the Services up to the date we stop providing the Services;

9.2.2 any materials we are contractually committed to buying up to the date of termination (whether or not we need to pay for them before or after the date the contract

between us and you is cancelled). Any Materials we have purchased (but not used in performing the Services) will be delivered to you.

9.3 If you:

9.3.1 purport to cancel the Contract; or

9.3.2 give notice purporting to cancel; or

9.3.3 otherwise do not fulfil your obligations (such as by not paying any sums due to be paid to us) in a way which amounts to you cancelling the Contract, we do not have to accept your cancellation except as provided in Clause 9.2 or as otherwise provided for in this contract. However, we may choose to accept cancellation, and if we choose to do so you will be required to pay to us a reasonable amount for the losses and costs (including loss of profit) we have suffered. If you have paid a deposit, this will be retained and if our reasonable losses and costs (including loss of profit) are greater than the deposit we have retained we will require you to pay for our losses and costs in excess of the deposit retained.

10 Amendments to the contract terms and conditions

We will have the right to amend the terms and conditions of this Contract where:

10.1 we need to do so in order to comply with changes in the law or for regulatory reasons; or

10.2 we are changing the rates we charge for the provision of Services as provided for in Clause 5;

10.3 we need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the Contract), as long as such correction is minor and does not materially affect the Contract.

Where we are making any amendment we will give you 30 days' prior notice (unless the contract is terminated before that period).

11 Contracts (Rights of Third Parties) Act 1999

11.1 Save in respect of death or personal injury, you will look only to us (and not to any individual engaged or employed by us including but without limitation to any

consultants or contractors) for redress if you consider that there has been any breach of these terms of business or any variation thereof which you agree should be confirmed in writing, or in relation to any cause of action arising out of any service that we provide to you. You also agree not to pursue any claims in contract, tort or for breach of statutory duty (including but not limited to negligence) against any individuals working for us in carrying out our obligation under these terms of business or in relation to any service we provide to you at any time, whether the individual is named expressly in any correspondence we send to you or not. You acknowledge that such individuals (including but without limitation to employees and consultants) are entitled to enforce this term pursuant to the Contracts (Rights of Third Parties) Act 1999.

11.2 Except as provided in clause 12.1, for the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

12 Communicating with us

12.1 You can telephone us at 07939 315763.

12.2 However, for important matters we suggest that you use writing and send any communications by post to 18 Elmtree Road, Thorpe Hesley, Rotherham, S61 2TJ and should be marked for the attention of "The Paw Seasons". If we wish to send you a letter or notice we will use the address you have given in the Booking Form.

13 Law and jurisdiction

This contract shall be governed and construed by the law of England and you and we agree to submit to the jurisdiction of the courts of England and Wales.

WARNING

This is a legally binding agreement and you should only sign it if you are willing to be bound by its terms and conditions.

Signed:

The Paw Seasons Groom and Board

Date:

Signed: (The Customer)

Print Name:

Date: