

Terms and Conditions

General

All dogs will be subject to an initial meeting by **Wags and Wellies** prior to commencement. This will be in the form of a 'meet and greet' session with the client and dog/s for dog walking services.

Wags and Wellies will conduct this services in an attentive, reliable and caring manner, using all reasonable skill and care.

The Client agrees to notify **Wags and Wellies** immediately if their pet displays any changes of behaviour which could lead to aggression and/or injury to themselves or others. **Wags and Wellies** reserves the right to refuse any dog deemed in their absolute discretion to be, or have the potential to be, dangerous or disruptive.

It shall be the sole responsibility of **the Client** to ensure that **Wags and Wellies** is fully aware of any health issues that your pet is experiencing, or has suffered in the past. **Wags and Wellies** cannot be held liable for any actions or omissions which result in problems or complications for anything not disclosed.

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

No booking can be accepted without a completed Registration Form.

The Client agrees that **Wags and Wellies** is not responsible for any lost, stolen, or damaged pet equipment. **Wags and Wellies** will use best endeavours to make sure that items are treated respectfully and returned to **the Client** where applicable.

The Client agrees to take any necessary measures or precautions to ensure that their pet is continuously free of contagious, infectious, or otherwise communicable diseases. **The Client** further agrees to notify **Wags and Wellies** immediately of any infectious and/or contagious disease or conditions their dog has been exposed to or is affected by. Such diseases and conditions include, but are not limited to: distemper, hepatitis, kennel cough, parvovirus, corona virus, worms, Lyme disease, fleas, pregnancy, infectious skin diseases and intestinal parasites and all other contagious diseases for pets in general. **Wags and Wellies** reserves the right to refuse until satisfied that the condition is resolved.

If **the Clients** pet is taken sick or injured while under the care of **Wags and Wellies** they will notify **the Client** at the earliest convenience using whatever method is available to take instructions or guidance. In the event of **Wags and Wellies** not being able to contact **the Client**, or in an emergency situation, **Wags and Wellies** shall seek out medical attention from a vet and have your prior consent to authorise emergency treatment or medication in such of a vet release granted.

The Client is responsible for the full cost of treatment of any injuries or illness that their pet receives while under the care of **Wags and Wellies**, together with any associated costs e.g. call-out charges. **The Client** authorises **Wags and Wellies** to seek such veterinary advice and/or treatment as they deem necessary; where possible this will be carried out by **the Client's** usual/preferred vet, but this cannot be guaranteed (e.g. in an emergency) and **the Client** accepts that **Wags and Wellies** may at their discretion use any registered vet. **The Client** agrees to pay all such costs immediately.

Dog Walking

The Client agrees to ensure their dog has not eaten in the hour before pick up by **Wags and Wellies** to ensure sufficient time to digest food before any exercise or play. Failure to do so may result in the potentially life-threatening condition Bloat (Gastric Torsion). Please take this seriously.

The Client agrees that, in by signing the booking form, **Wags and Wellies** has relied on **the Client's** representation that their dog is in good health and has not harmed or shown aggression or threatening behaviour towards any person, livestock and pets.

Wags and Wellies offers services including but not limited to group walks. This is where dogs co-mingle in groups and **the Client** accepts that during the course of normal dog play their dog may sustain injuries. All dog play is carefully monitored to avoid injury, but scratches, punctures, torn ligaments, or other injuries may occur despite the best supervision.

Wags and Wellies will only let dogs off the lead with a client's prior permission and will remain at the discretion of **Wags and Wellies** once they feel it is safe and appropriate to do so.

The Client is solely responsible for any and all harm or damage caused by their dog while it is under the care of **Wags and Wellies** and agrees to indemnify **Wags and Wellies** in full against any liability arising from such harm or damage to third parties.

Wags and Wellies shall follow instruction given on the Registration Form but cannot be held liable for any complications which may arise. All dogs being exercised must be fully vaccinated and on a regular flea and worm control regime. 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.

The Client accepts that even though there has been treatment against Kennel Cough there is a chance that their dog can still contract Kennel Cough. **The Client** agrees that they will not hold **Wags and Wellies** responsible if their dog contracts kennel cough whilst with **Wags and Wellies**.

Pregnant, or dogs in season may not attend **Wags and Wellies** group walks and will be kept on the lead for solo walks subject to availability and a solo walk fee.

Home Visits (offered only in place of walks during adverse weathers)

Wags and Wellies will dispose of the Client's pet(s) waste; however, **the Client** shall ensure there is an appropriate supply of bags for that purpose, and indicate their preferred method/location of disposal. **The Client** shall provide sufficient provisions for their pet(s) for the duration of the service.

Wags and Wellies shall clean up after **the Client's** pets to the best of their ability. **The Client** shall make available cleaning materials in the event of any pet 'mistakes' within their property.

The Client shall show **Wags and Wellies** the location of appropriate cleaning materials, e.g. plastic bags, disposable gloves, towels, disinfectant, paper towels and bin bags. **Wags and Wellies** cannot be held liable or responsible for any stains, marks or damages caused by your/ our attempts to clean it.

Property

Any damage to the property or possessions of **the Client** in their absence, caused by **the Client's** pet shall be reported to **the Client** at the earliest opportunity.

Where it is necessary for **Wags and Wellies** to hold keys to a property, **the Client** shall provide one of each key needed. Keys will be coded and kept secure. Keys will be returned upon completion of this agreement providing all fees due have been paid.

The Client agrees that, by agreeing to the terms and conditions this will safeguard **Wags and Wellies** in full against any liability arising from loss or damage to the property or its contents, in present and future circumstances.

Third Parties

The Client shall advise **Wags and Wellies** of anyone who will have access to their property during any periods of **the Client's** absence, e.g., cleaning services, maintenance personnel, friends, family and neighbours. **Wags and Wellies** shall not be liable for other persons or their actions or omissions who will be in, or have access to **the Client's** property before, during or after services have been rendered.

Wags and Wellies may have a spouse, family member or friend accompany them whilst providing the scheduled services. No costs will be applied to **the Client's** account for any assistance the companion provides.

Contact Information

It shall be **the Client's** sole responsibility to ensure the information provided is current and up to date. **The Client** agrees to accept any decision made by **Wags and Wellies** in the event of not being able to contact **the Client** as a result of wrong information held. If a property is inaccessible or the dog is not home for a planned collection and no one is immediately reachable the fee is still applicable. Cancellations to be made 48 hours in advance or fee is still applicable.

Insurance

Wags and Wellies are fully insured including Public Liability Insurance relative to the services performed for **the Client**. 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.

The Client is advised to check to see if their insurance provider need informing that someone will have access to **the Client's** property whilst they are away from the property.

Privacy Policy

All of your information will be kept private and confidential and filed accordingly.

Payment

The Client agrees to pay **Wags and Wellies** by bank transfer. Bank details can be found on the client info sheet and monthly invoices sent via email.

All charges are payable in arrears and we send invoices on the last working day of the month for that months walks.

Wags and Wellies will charge **the Client** for the Services as quoted in the Booking Form (the 'Fees') and agrees to pay promptly when they fall due. Payments remaining overdue past the 5th of the following month will result in no further collections until outstanding balances are cleared. **The Client** agrees to reimburse **Wags and Wellies** 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.

The Client shall pay **Wags and Wellies** for all fees, expenses and charges incurred up to the date of termination of this Agreement.

Force Majeure

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. The Party (the 'affected party') prevented from carrying out its obligations shall give notice to the other party in the event of force majeure upon it being foreseen by, or becoming known to, the affected party.

Termination

This Agreement can be terminated by either party serving not less than 28 days written notice on the other party; **Wags and Wellies**, by written notice to **the Client** with immediate effect, in the event that any fees or charges owed by **the Client** to the **Wags and Wellies** remain outstanding for 28 days.

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

Notices shall be deemed served: upon delivery, when delivered by hand, upon accepting delivery by signed receipt post/courier, when delivered by using a 'signed for upon delivery' postal service or courier immediately following transmission, if by electronic mail provided the sender does a read receipt and delivery confirmation.

Governing Law and Jurisdiction

Each of the parties to this Agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this Agreement or its formation or validity and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.

Any Forbearance, tolerance or delay in either party enforcing its contractual or legal rights shall not prejudice, restrict or prevent the right of the injured party to enforce its rights at a later date or later breach.

Variation

No variation of these Terms and Conditions will have effect unless confirmed by **Wags and Wellies** in writing. We may revise this disclaimer from time-to-time. Please check this page regularly to ensure you are familiar with the current version.

Website

www.wagsandwellies.co.uk

Introduction this disclaimer governs your use of our website; by using our website, **Wags and Wellies** you accept this disclaimer in full. If you disagree with any part of this disclaimer, please do not use our website.

Intellectual property rights unless otherwise stated, we own the intellectual property rights in the website and material on the website. Subject to the licence below, all our intellectual property rights are reserved.

Licence to use the website You may view, download for caching purposes only, provided that: (a) you must not republish material from this website (including duplicating on to another website), or reproduce or store material from this website in any public or private electronic retrieval system without the express permission of (a) **Wags and Wellies** (b) you must not reproduce, duplicate, copy, sell, resell, or otherwise exploit our website or material on our website for a commercial purpose, unless given express permission of **Wags and wellies** in writing. (c) You must not edit or modify any material on our website.

Limitations of liability: The information on this website is provided free-of-charge, and you acknowledge that it would be unreasonable to hold us liable in respect of this website and the information on this website. Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we not commit to ensuring that the website remains available or that the material on this website is kept up-to-date. To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill). Our liability is limited and excluded to the maximum extent permitted under applicable law. We will not be liable for any direct, indirect or consequential loss or damage arising under this disclaimer or in connection with our website, whether arising in tort, contract, or otherwise – including, without limitation, any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings. However, nothing in this disclaimer shall exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

Entire agreement: This disclaimer constitutes the entire agreement between **the Client** and **Wags and Wellies** in relation to your use of our website, and supersedes all previous agreements in respect of your use of this website.

By signing the Registration Form you are agreeing to Wags and Wellies Terms and Conditions.

