



# WalkWagPlay Ltd

*Doing right by your dog*

## Terms and Conditions

### Definitions

**Agent:** WalkWagPlay Limited

**You:** the pet(s) owner and/or person(s) registering and signing this agreement;

**Pet(s):** those specified on the registration form

**Pet Carers:** those individuals specified in Schedule 3 as amended from time to time and notified to you.

**Registration Form:** the registration form attached at Schedule 5.

**Services:** the services of the type and specification supplied by the Pet Carers as more particularly described in Schedule 2 and as may be varied from time to time by the Agent.

**Substitute:** a substitute engaged by the Pet Carer under the terms of clause 8.

### 1. These Terms

These are the terms and conditions on which the Pet Carers supply Services to you.

Please read these terms carefully. These terms tell you who the Pet Carers are, how the Services will be provided, how you and the Pet Carers (or the Agent on the Pet Carers behalf) may change or end the contract, what to do if there is a problem and other important information.

### 2. Contract with you

The Pet Carers have appointed the Agent to act on their behalf.

You wish to engage the Pet Carers for the Services set out in this agreement and its schedules, and the Pet Carers agree to perform the Services as specified by you in the Registration Form. All Services requested by you will be arranged and booked via the Agent. . Services will be provided in accordance with these terms and conditions and the Policies and Procedures attached at Schedule 1.

The Pet Carers agree to perform the Services in an attentive, reliable and caring manner and shall act in accordance with all reasonable instructions given by you, provided those instructions comply with the Policies and Procedures set out in Schedule 1.

### **3. Relationship and Responsibilities**

It is expressly understood that you retain the Services of the Pet Carers as independent contractors and not as employees or workers.

### **4. Commencement Date and Duration**

This Agreement shall commence on the date of the first booking and shall continue until terminated in accordance with clause 9 or by either party serving not less than 7 days written notice on the other party.

### **5. Your Responsibilities**

You will:

- liaise directly with the Agent in relation to any requests for Services and/or any feedback/complaints in relation to the Services provided;
- ensure that the information provided to the Pet Carers for the purposes of the Services is true to the best of your knowledge;
- make payment to the Agent for the Services on behalf of the Pet Carers;
- ensure that the pet(s) is fully vaccinated, wormed, flea treated, microchipped and you possess all of the necessary permits arising from your ownership of the pet(s);

- be responsible for all medical expenses and damages resulting from any injury caused to any person (including the Pet Carer or Substitute appointed by the Pet Carer) by the pet(s) as well as any damage to any property (including your property);
- ensure that the Pet Carer has access to your home or any other specified location as described by you in the Registration Form;
- be responsible for any delay in the provision of the Services which have been caused by your failure or delay in complying with your obligations under this clause;
- disclose if the pet(s) is likely to be considered a dog bred for fighting under the Dangerous Dogs Act 1991 and/or has ever been involved in an offence committed under the Dangerous Dogs Act 1991;
- ensure that you are compliant with the Control of Dogs Order 1992 which states that all dogs must wear a collar and identity tag in a public place. The tag must enable you to be contacted (i.e. it must contain your name and address, including the postcode). Telephone numbers are optional, but recommended;
- be responsible for any penalty or fine that is imposed as a result of the pet(s) non-compliance with the Control of Dogs Order 1992.

## **6. Fees and Payment**

The price for the Services is set out in Schedule 2.

Payment of the Services is to be accepted by BACS or cash only.

Except where payment is required in advance of the Services in accordance with Schedule 2, you will receive an invoice monthly in arrears for the Services provided by the Pet Carers until the Services have been completed or the agreement terminated. The invoice will be issued and the payment will be collected by the Agent on behalf of the Pet Carers.

Except where payment is required in advance of the Services in accordance with Schedule 2, you must pay each invoice within 7 calendar days after the date of the invoice.

If an invoice remains outstanding after 30 days from the date of delivery of the invoice, the Agent on behalf of the Pet Carers, reserves the right to (a) charge a late payment fee of £20.00 and (b) charge interest on the overdue amount at a rate of 3% per month above the base rate of the Bank of England (as varied from time to time). This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay interest together with any overdue amount.

If an invoice remains outstanding after 7 days from the date of delivery of the invoice, the Pet Carers reserve the right to suspend the Services and/or terminate this agreement.

## **7. Cancellations**

### a) Cancellation of House Sitting & Small Pet Visits

All cancellations for House Sitting and Small Pet Visits must be cancelled by giving at least 7 days' notice. In these circumstances, the initial 50% deposit shall be non-refundable, but you will not be liable to pay the remaining 50% fee for the price of the Service.

If cancellation is received less than 7 days before any House Sitting or Pet Small Visit is due to take place, you will be liable to pay a fee equal to 100% of the price of the Service.

### b) Cancellation of all other Services

The Pet Carers operate a very flexible and fair cancellation scheme where you may cancel scheduled Services, with the exception of House Sitting and Small Pet Visits, at short notice and without charge until 09:59am the day prior to the scheduled Services.

If cancellation is received from 10:00am onwards the day before the scheduled Service(s) is due to take place, you will be liable to pay a fee equal to 100% of the price of the Service(s).

Without prejudice to clause 10, in the event that the Agent or the Pet Carers cancel or otherwise are unable to provide the Services due to unforeseen circumstances,

the Agent on behalf the Pet Carers shall either: (a) offer you alternative services or providers; or (b) refund any sum paid by you under the terms agreement for the Services; and in either case, give you as much notice as soon as is reasonably possible.

## **8. Substitute**

While as a general rule the Pet Carers will perform the Services personally, the Pet Carers may, with your prior written approval, appoint a Substitute to perform the Services on their behalf.

Provided you accept the Substitute, this will be a private arrangement between the Pet Carer and the Substitute and the Pet Carer will continue to be subject to all duties and obligations under this agreement for the duration of the appointment of the Substitute. If you accept the Substitute, you will continue to pay the Pet Carer in accordance with this agreement and the Pet Carer shall be wholly responsible for the remuneration of the Substitute.

## **9. Early Termination**

This agreement can be terminated by:

- (a) either Party serving not less than 7 days written notice on the other party;
- (b) the Pet Carers or the Agent on behalf of the Pet Carers, by written notice to you with immediate effect, in the event that:
  - (i) payment of any fees or charges owed by you to the Pet Carers remains outstanding for more than 7 days;
  - (ii) you fail to disclose if the pet(s) is likely to be considered a dog bred for fighting under the Dangerous Dogs Act 1991 and/or has ever been involved in an offence committed under the Dangerous Dogs Act 1991;
  - (iii) the pet(s) becomes aggressive and/or dangerous;
  - (iv) any wrongful or misleading information is provided by you in the Registration Form.

You shall pay to the Agent on behalf of the Pet Carers all fees, expenses and charges incurred up to the date of termination of this agreement.

## **10. Insurance**

The Agent shall ensure that it has in place at all times suitable and valid Public Liability Insurance covering the Services performed by the Pet Carers. Such cover does not extend to a Substitute engaged by the Pet Carer and the Pet Carer shall remain solely liable to you in such circumstances. Details of this insurance, including contact details of the insurer and the territorial coverage of the policy, can be made available on request.

It is your responsibility to ensure that your property, its contents, the pet(s), or any other property the Pet Carers are required to attend to provide the Services are adequately insured throughout the duration of this agreement.

## **11. Indemnity and liability**

The Pet Carers (or a Substitute engaged by the Pet Carer) shall not be liable for any loss or damage suffered by you as a result of your failure to follow any instructions given by the Pet Carers.

You accept full liability and responsibility for any event occurring or arising from the behaviour or characteristics of the pet(s).

You will indemnify the Pet Carers against any damage, personal injury or death caused by the pet(s) to any property, person or other animal.

The Pet Carers (or a Substitute engaged by the Pet Carer) accept no responsibility or liability for any loss of or damage to your property or premises or its contents and possessions which have been caused by the pet(s) during the duration of this agreement.

The Pet Carers (or a Substitute engaged by the Pet Carer) accepts no responsibility or liability for any breach of security or loss of or damage to your property or premises or its contents and possessions, if any other person has access to the property or premises during the duration of this agreement.

The Pet Carers (or a Substitute engaged by the Pet Carer) shall not be liable for any personal injury, loss, death or any other actions, fines or penalties as may be

imposed on the pet(s) where you permitted the pet(s) unsupervised access to the outdoors.

Whilst the Pet Carers agree to make every effort to ensure the safety of the pet(s) and that the pet(s) is well looked after, the Pet Carers (or a Substitute engaged by the Pet Carer) will not be liable for any loss, illness, injury or death of the pet(s), save in the case where the loss, illness, injury or death was caused by the negligence of the Pet Carer (or a Substitute engaged by the Pet Carer)

You will be responsible for any veterinary bills, however incurred, while the pet(s) is in the care of the Pet Carer (or a Substitute engaged by the Pet Carer). Please see Schedule 4 - Veterinary Release Permission.

In addition to any other limitation agreed with you, the liability of the Pet Carers (or a Substitute engaged by the Pet Carer), for any claim in respect of Services provided to you (whether in contract, negligence or otherwise) shall be limited to the proportion of the total of all damage, including costs, which may be fairly attributed to the Pet Carers (or a Substitute engaged by the Pet Carer) having regard to any contribution to such loss or damage by any other person) in proceedings for a contribution under the Civil Liability (Contribution) Act 1978 in England and Wales.

## **12. Aggressive or antisocial animals**

Should any pet(s) become aggressive or dangerous, the Pet Carers shall, in their sole discretion, take whatever action they consider necessary in the best interests of the pet(s), other animals or people which may be encountered. This may, without limitation, include:

- refusal to offer the Services and immediate termination of this Agreement in accordance with clause 9;
- obtaining the assistance of a Vet, the R.S.P.C.A. and/or the Emergency Services.

You shall be directly responsible for any fees and costs incurred in taking action pursuant to this clause 12.

You will keep the Pet Carers informed if the pet(s) shows any signs of aggression and/or if it is served a Dog Control Orders & Public Space Protection Orders and/or served an Anti-Social Behavioral Order (ASBO)

The Pet Carers are unable to provide Services to any pet(s) that are likely to be considered in violation of the Dangerous Dogs Act 1991. The Pet Carers, or the Agent on their behalf, is entitled to decide whether a dog is likely to be considered dangerous under the Dangerous Dogs Act 1991.

### **13. Frustration of purpose**

Neither party shall be liable to the other party or have any right to terminate this agreement for any failure, delay or default in performing its obligations under this agreement if it is due to any event beyond either party's reasonable control including, without limitation, acts of God, war, protests, fire, flood, storm, tempest, power failures, explosion, acts of terrorism and national emergencies

The Party prevented from carrying out its obligations shall give notice to the other party of an Event of Frustration of Purpose upon it being foreseen by, or becoming known, to the affected Party.

### **14. Data Protection**

The Pet Carers and the Agent are joint Data Controllers of your personal data. The Pet Carers and Agent use the personal data you provide for the provision of the Services.

The Agent also uses the personal data for related purposes including:

- Updating and enhancing customer records; and
- Marketing and promotion of the Services.

This personal data will be held in hard copy and electronic format. The Pet Carers and Agent's use of that personal data is subject to your instructions, data protections laws (including the General Data Protection Regulation or any other legislation subsequently enacted that may relate to, replace or supersede it).

Please note that the Pet Carers work for you may require the Pet Carers or the Agent on their behalf to give personal data to third parties such as vets, insurers and the police. Any third party to whom the Pet Carers disclose personal data will be under an obligation to keep that data secure and not to use it for any other purpose other than that for which it was disclosed.

The Agent may use your personal data for marketing purposes but only in connection with offering services related to those that the Pet Carers provide to you. If you do not wish the Agent to process personal data for marketing purposes please let the Agent know at any point by contacting [info@walkwagplay.co.uk](mailto:info@walkwagplay.co.uk).

More information on the way in which the Agent processes personal information can be found in the Privacy Statement at [www.walkwagplay.co.uk/privacy-policy](http://www.walkwagplay.co.uk/privacy-policy).

## **15. Applicable law**

Any dispute or legal issue arising out of the provision of Services by the Pet Carers to you shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

## **16. Severance**

If any provision of this agreement is invalid or unenforceable for any reason that shall not affect the remainder of the agreement.

## **17. Entire Agreement**

These Terms and Conditions of Business supersede any earlier Terms of Business we may have agreed with you.

It may be necessary to amend these Terms of Business from time to time. The Pet Carers or the Agent on their behalf will notify you of any such change and unless we hear from you to the contrary within 14 days following such notification, the amendments and or new terms will come into effect from the end of that period.

Unless otherwise agreed, these Terms of Business will apply to all future Services we provide to you.