

Terms and Conditions of Services

This document, along with the *Customer Information Form* (including *Veterinary Release Authorisation* and *Off-Lead Walking Disclaimer*), collectively form the entire agreement between Scallywags Pet Care (“Scallywags”) and the Customer.

1. New customers

- 1.1. For all new customers, we offer a free in-home consultation, prior to the commencement of the service, during which the *Customer Information Form* (including *Veterinary Release Authorisation* and *Off-Lead Walking Disclaimer*) and these *Terms and Conditions* are reviewed and agreed.
- 1.2. The *Customer Information Form* and these *Terms and Conditions* are available on the Scallywags website and the customer forms can be completed ahead of the initial consultation.

2. Bookings, deposits and cancellations

- 2.1. Bookings may be accepted up to 24 hours before service, and at shorter notice where possible.
- 2.2. Dog walk bookings for regular customers with an agreed schedule will follow a rolling basis where the services will be automatically booked each week on the set days and at the set times.
- 2.3. For home visits and puppy training sessions, we require a deposit to be paid at the time of booking that is equal to:

Season	Deposit
High: Easter weekend; May Day and Spring bank holidays; throughout July, August and September; Christmas and New Year	The greater of £30.00 or 10% of the full booked service fee
Low: all other times through the year	The greater of £15.00 or 10% of the full booked service fee

- 1.1. In the event of Scallywags cancelling or being otherwise unable to provide any services, Scallywags will:
 - a. Refund any monies paid under the agreement for those services; and
 - b. Provide at least 24 hours’ notice or, if 24 hours is not practical, for example in a sudden event or emergency, provide notice as soon as it is reasonably possible.
- 1.2. In the event of an unsuccessful dog walk (ie. the pet carer is unable to gain access) or the customer cancelling a dog walk, a fee will become due that is equal to:
 - a. £5.00 if no notice given and/or the pet carer is unable to gain access;
 - b. £2.50 if less than 12 hours’ notice given;

c. No fees will be charged if more than 12 hours' notice is given.

1.3. In the event of a customer cancelling a home visit or puppy training booking, a fee will become due that is equal to:

Season	Notice given	Fee
High	Less than 24 hours	100% of deposit
	Less than one week	50% of deposit
	More than one week	25% of deposit
Low	Less than 24 hours	100% of deposit
	Less than one week	50% of deposit
	More than one week	Deposit will be transferred to alternative date or refunded

2. Fees and payment

2.1. For bookings that cover more than one day, the customer will be emailed an invoice (as a pdf attachment) for all services to be provided for that calendar month. This invoice will be sent on or after the 24th day of the month.

2.2. Fees are payable:

- a. Prior to or on the day of the service for single day bookings;
- b. Prior to or by the last day of the calendar month for bookings spanning more than one day.

2.3. Fees are payable by bank transfer to the account detailed in the invoice. For our pet carers' safety and security, cash will only be accepted by prior agreement from Scallywags.

2.4. The customer will reimburse Scallywags for any additional fees for providing emergency care, as well as any expenses incurred including, but not limited to, unscheduled visits, transportation, housing and/or boarding, food or supplies on proof of a valid receipt. Where possible, Scallywags will notify the customer prior to any such expense incurred.

2.5. Should any fee remain unpaid for 7 calendar days after it falls due, Scallywags reserves the right to refuse any subsequent bookings until the payment is made.

3. Duty of care

3.1. Scallywags abides by the NarpsUK (National Association of Pet Sitters and Dog Walkers) Code of Practice and the government's Countryside Code.

3.2. Scallywags highly respects our customers' trust with the care of their pet/s and, where necessary, having access to their property. As such, Scallywags will use our skill and knowledge to ensure excellent standards of care provided to the animals and any property.

3.3. A change in a pet's routine and circumstances can cause varying degrees of distress and unpredictable or abnormal behaviour, particularly if their owner is away from home; pets have no concept or ability to understand their owner's absence is temporary and they will be coming back. Scallywags understands this and will offer comfort and reassurance whilst trying, as far as is practically possible, to maintain their normal daily routines.

3.4. All new dogs are slowly and carefully introduced to other dogs in the care of Scallywags, and services will be provided on a trial basis initially. In the absence of their owner, some dogs can behave differently and a group situation may not be suitable for all dogs. If, after an initial 'settling in' period, the new dog/s do not seem to enjoy the company of other dogs, or display any continued fearful or aggressive behaviour,

Sallywags may need to review, or in extreme circumstances, terminate the services provided for the best interests of the dog/s.

- 3.5. Sallywags will walk dogs in all weather conditions. In the event of extreme weather which may have an adverse effect on the customer's pet, for example heat or thunderstorms, Sallywags will, at their sole discretion, take whatever action they consider necessary, including delaying or postponing a scheduled walk until it is, in their opinion, safe to do so.
- 3.6. Sallywags will care for a customer's pet as they would their own and, whilst Sallywags will make every effort to ensure the safety of the pet and ensure that the pet is well looked after in the customer's absence, Sallywags cannot be held liable for any loss, illness or injury of any pet whilst in Sallywags' care, nor for any death of a pet unless Sallywags can be shown to be negligent.
- 3.7. The customer accepts full liability and responsibility for any event occurring or arising from the behaviour or characteristics of their pet.
- 3.8. Where the customer allows free egress and ingress of their pet via a cat flap or any other means, the customer accepts full liability in the event of loss of their pet/s. In such an event, Sallywags will continue to provide care visits until the customer returns, for the reason of being available should the pet return.
- 3.9. The customer accepts full responsibility and liability for ensuring the garden and/or outside areas of the home are secure to prevent their pet/s' escape.

4. Aggressive or unsociable animals

- 4.1. The customer will indemnify Sallywags against any damage, injury or death caused by their pet towards any property, person or other animal; this will include, but not be limited to, veterinary, medical and legal fees.
- 4.2. Should any pet become aggressive or dangerous, or display any otherwise unacceptable behaviour, Sallywags shall, in their sole discretion, take whatever action they consider necessary in the best interest of the animal and other animals or people which may be encountered. This may include a refusal to walk a dog, seeking advice or assistance from a vet, RSPCA or the police or, in extreme circumstances, termination of this agreement.
- 4.3. Any costs incurred in obtaining assistance shall be recharged to the Customer.
- 4.4. In the event of refusing a dog walk or termination of contract, Sallywags will not be liable for any refund of fees paid where the behaviour is not specified within the *Customer Information Form*.
- 4.5. Dogs will be walked on leads, unless an *Off-lead Walking Disclaimer* has been signed by the customer.
- 4.6. Female dogs in season will only be walked with prior Sallywags agreement.
- 4.7. Any damage to Sallywags property or equipment caused by the customer's pet will be reported to the customer and costs of replacement at retail value may be recharged to the customer.

5. Health, medicines and veterinary care

- 5.1. All dogs cared for by Sallywags, whether during walks or day care, must be fully and routinely vaccinated against Canine parvovirus, Canine distemper virus, Leptospirosis, Infectious canine hepatitis and kennel cough. Regular treatment for fleas, worms, ticks and other parasites is also requested.

- 5.2. It shall be the sole responsibility of the customer to ensure that Scallywags is fully aware of any health issues the pet is experiencing, or has suffered in the past, either by specifying in the relevant section of the *Customer Information Form* or by notifying Scallywags by email.
- 5.3. Scallywags cannot be held liable for any actions or omissions which result in problems or complications for any health issue not disclosed.
- 5.4. No booking can be accepted without a completed *Veterinary Release Authorisation*.
- 5.5. Scallywags will follow instruction given within the *Customer Information Form* but cannot be held liable for any complications which may arise.
- 5.6. If a pet is taken ill or injured, Scallywags will notify the customer at the earliest convenience to take instruction or guidance. In the event of the customer not being contactable, or in an emergency situation, Scallywags shall, if in their opinion the pet needs veterinary attention/treatment/opinion, make arrangements as necessary, in the best interest of the pet.
- 5.7. Any arising vet costs, and any costs for subsequent visits necessary to ensure the pet's safety or treatment, will be charged to the customer. It is the customer's responsibility to arrange any pet insurance claim, although Scallywags will inform the vet of an insurance policy if this information is provided in the *Veterinary Release Authorisation*.
- 5.8. Scallywags will endeavour to use the pet's normal veterinary surgeon where possible. In the event that the pet's vet is not available, the customer authorises Scallywags to appoint an alternative veterinary surgeon to examine the pet and carry out such treatment or surgery as may be appropriate.
- 5.9. In the event of a pet having a contagious illness or disease which has not been disclosed, the customer may be liable for the costs of treatment given to other animals or persons which become infected.

6. Insurance

- 6.1. Scallywags holds and maintains relevant insurance with Pet Business Insurance which covers:
 - a. Public Liability to the sum of £3,000,000;
 - b. Care custody and control to the sum of £15,000; and
 - c. Non-negligent cover to the sum of £15,000.

A copy of Scallywags' Certificate of Insurance can be found on our website or made available on request.

- 6.2. It shall be the sole responsibility of the customer to ensure their pet/s, their property and its contents are adequately insured throughout the duration of services.
- 6.3. The Customer is advised to check whether their insurance provider needs to be informed of another person gaining access to their property whilst they are away.

7. Security and third parties

- 7.1. Scallywags recognises the trust that our customers place in us with their pet/s and their property. Each member of Scallywags staff has undergone a basic criminal disclosure check through the Criminal Records Bureau to provide peace of mind to our customers of our trustworthy status. A copy of each Basic Disclosure Certificate can be made available on request.

- 7.2. The customer shall advise Scallywags of anyone who will have access to their property during any periods of their absence, including but not limited to cleaning services, maintenance personnel, family, friends and neighbours.
- 7.3. Scallywags will not be liable for other persons, or their actions or omissions, who will be in or have access to the customer's property before, during or after services have been provided.

8. Keys and access to home

- 8.1. The customer shall ensure that Scallywags has access to their home or other specified location to enable Scallywags to perform the agreed services.
- 8.2. Where necessary for Scallywags to hold keys to a property, the customer shall provide one of each key needed. Keys will be coded and kept by Scallywags within a locked system for security.
- 8.3. Where requested, keys will be returned to the customer upon completion of the services providing all fees due have been paid.
- 8.4. In the case of keys held for home visits, keys will only be returned to the customer (or customer's representative) once they have returned home and will not be left on counters in the home or posted through the letterbox. This is a precautionary measure in case of any delays or unforeseen circumstances affecting the customer's timely return and the subsequent need for continued services.

9. House cleanliness

- 9.1. Scallywags shall clean up after your pets to the best of their ability, but cannot be held liable or responsible for any stains, marks or damages caused by their pet or attempts to clean it.
- 9.2. Any damage to the customer's property or possessions caused by their pet in their absence will be recorded by Scallywags and, if considered serious enough, Scallywags will inform the customer at their earliest opportunity.
- 9.3. The customer shall make available cleaning materials in the event of any pet toilet mishaps in their property. The customer shall show Scallywags the location of appropriate cleaning materials including, but not limited to, plastic bags, towels, disinfectant, paper towels and bin bags.
- 9.4. Scallywags may charge for cleaning where the time or number of occurrences exceeds what has been agreed or would be considered to be acceptable.

10. Privacy

- 10.1. Our full Data Protection and Privacy Policy is available on our website or a copy can be provided on request.
- 10.2. It is the customer's sole responsibility to ensure the information provided to Scallywags is current and up to date, and Scallywags cannot be held liable for any events or problems arising as a result of wrong information held.
- 10.3. Scallywags will not use or pass to a third party (other than information needed by a Scallywags carer to perform their duties) any information relating to the customer, their pet/s and their property. This information will be used and stored in accordance with the Data Protection Act 2018 and GDPR.

- 10.4. The Customer agrees to Scallywags taking and publishing photographs of their pet/s for the purpose of marketing and advertising only. Where testimonials are provided by the customer, Scallywags will only publish on permission granted by the customer. If the customer does not wish to have any photographs of their pet published, the customer shall notify Scallywags of their decision to opt out of this clause.
- 10.5. Scallywags produces occasional news articles, social media posts and marketing promotions and offers, some of which are sent to customers via email. You will have the option to opt into any email communication from Scallywags when completing the *Customer Information Form*.

11. Miscellaneous

- 11.1. On dog walks, Scallywags will properly dispose of your pet’s waste.
- 11.2. The customer shall provide secure collars with ID tags and leads for their dog/s. It is a legal requirement for any dog exercised in a public place to be wearing a collar and ID tag and, since 6th April 2016, it is compulsory for owners to ensure their dog is microchipped.
- 11.3. For feeding and home visits, the customer shall provide sufficient food, cat litter, animal bedding and any treats for their pet/s for the duration of the service.
- 11.4. In the event that items need to be purchased to enable Scallywags to properly perform their duties, that are necessary as insufficient quantities were left by the customer, or it is considered necessary in the interests of the health and wellbeing of the pet, the customer shall reimburse Scallywags upon proof of a valid receipt.
- 11.5. Neither Scallywags nor the customer shall be held in breach of this agreement, or held liable for damages for any event, delay or default in performing the agreed services resulting from Force Majeure, including but not limited to war, strikes, fires, floods, power failures and governmental or police restrictions.
- 11.6. This agreement, its formation and any contractual disputes or claims shall be governed by and in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

In signing these Terms and Conditions, both parties acknowledge that they are legally entitled to do so, that they fully understand and accept the terms, and agree to be bound by the terms.

For and on behalf of Scallywags Pet Care

For and on behalf of the Customer

Print name:

Print name:

Position:

Address:

Signature:

Signature:

Date:

Date: