

Terms & Conditions for Pet Sitting

DEFINITIONS

The Service Provider

The Service Provider is Heyworth Gordon Limited and its employees, servants or agents.

The Client

The Client is the owner, keeper or person in charge of the animal(s) to which the Services of Heyworth Gordon Limited are sought.

The Pet

The Pet is the animal(s) that is the responsibility of the Client during the period when services are supplied by Heyworth Gordon Limited.

The Services

The Services are the provision of care, exercising, feeding and generally looking after the Pet(s) by Heyworth Gordon Limited on behalf of the Client, generally in their absence.

Services comprise of;

- Cat Pop-in Visit
- Cat Sitting (sitting or live-in)
- Other Animal Care (pop-in, sitting or live-in)

Extras (e.g. key collection/return, vet visits, administering medication, feeding fish, water plants/gardens, shopping for supplies, additional consultation, parking)

1. Services

1.1 The Service Provider shall perform the Services in an attentive, reliable and caring manner, using all reasonable skill and care..

1.2 The Service Provider shall act in accordance with all reasonable instructions given to it in writing via email by the Client.

1.3 The Service Provider shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.

1.4 The Service Provider will notify the Client of any incident or event that could potentially give rise to either civil or criminal court proceeding involving the Pet that occurs during the time that it is in the care and control the Service Provider.

2. Client's Obligations

2.1 The Client shall use all reasonable endeavours to provide all pertinent information to the Service Provider necessary for the Service Provider's provision of the Services.

2.2 The Client authorises the Service Provider to carry out the Services.

2.3 The Client agrees that the information provided to the Service Provider is true to the best of their information, knowledge and belief and will ensure this is updated and current at all times.

2.4 The Client confirms that all vaccinations, treatments, licences, permits etc which they are obliged to have by law arising from the ownership of the Pet have been obtained.

2.5 The Client may issue reasonable instructions to the Service Provider in relation to the Service Provider's provision of Services.

2.6 The Client will be responsible for, and will indemnify the Service Provider in respect of, all medical expenses, costs and damages resulting from any injury caused by the Pet to the Service Provider, its employees and agents, unless such costs are caused by the negligence of the Service Provider.

2.7 The Client authorises the Service Provider to arrange for any emergency veterinary care that may be necessary during the provision of the Services. The Service Provider shall use all reasonable efforts to obtain the Client's consent prior to obtaining emergency care.

2.8 The Client agrees to reimburse the Service Provider for any additional fees, costs and expenses for providing emergency care. The Client further agrees to cover the cost of additional visits, which may be necessary to ensure the Pet's safety or to monitor the Pet's progress in recovering from sickness or injury.

2.9 The Service Provider shall use its best efforts to use the Pet's normal Veterinary Surgeon wherever possible. The Client authorises the Service Provider to appoint an alternative Veterinary Surgeon to examine the Pet and carry out such treatment or surgery as may be appropriate if the Pet's normal Veterinary Surgeon is not available.

2.10 The Client shall ensure that the Service Provider has access to the Client's home or other specified locations on the days and times to be agreed between the Service Provider and the Client.

2.11 Any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions in this Section 2 shall not be the responsibility or fault of the Service Provider.

2.12 The Client will notify the Service Provider of any civil or criminal court order relating to the Pet, for example and not limited to, orders imposed under the Dangerous Dogs Act 1991 or the Dogs Act 1871 imposing conditions, requirements or restrictions on the Pet such as a requirement to wear a lead and/or a muzzle when in a public place. If such an order exists, the Client will provide a written copy of the order to the Service provider.”

3. Fees and Payment

3.1 The Service Provider will charge the Client for the Services as detailed as follows:

- £18 per visit (up to two pets), minimum of three day booking
- £30 for two visits a day (up to two pets), minimum of three day booking
- £15 for key collection; this fee will be waived if the booking is over seven days (meaning at least eight days or more)
- £15 for key drop-off; this fee will be waived if the booking is over seven days (meaning at least eight days or more)
- Each additional pet will incur a fee of £5 per visit, per day
- First in-home consultation is free of charge; additional consultations are billed at £30 for up to 30 minutes.
- £30 for each trip to the shops for supplies plus the cost of purchases
- Parking charges will be billed to the client at 30 minutes for each visit
- Emergency trips to the vet will be charged at £60 per hour; minimum of one hour and then charged at £30 per half hour beyond the first hour.
- Excessive service time will be charged at £15 per quarter hour.

All prices are exclusive of VAT, which will be added to all invoices.

3.2 The Client agrees to reimburse the Service Provider for any additional fees and costs for providing emergency care, as well as any further expenses incurred for matters including unexpected visits, transportation, housing, food or supplies on proof of a valid receipt.

3.3 If the Client fails to pay the Fees on the due date, then the Service Provider shall, without prejudice to any other rights or remedies of the Service Provider, have the right to charge the Client interest on a daily basis at an annual rate of 8% on the sum due.

3.4 Should any payment due under this Agreement remain unpaid for 7 days after it becomes due, the Service Provider will be relieved of their contractual obligations under this Agreement to provide the Services until such time as payment is made.

3.5 All Public and Bank Holidays are charged at double the advertised rate and will be itemised on all invoices. This extends from Friday to Monday inclusive.

3.6 A 50% deposit is needed in order to confirm the selected dates; the final payment is required 48 hours after the completion of services.

4. Cancellations

4.1 In the event of the Client cancelling any booked, invoiced or otherwise agreed recurring Services, the Client agrees to pay the Service Provider a fee equal to:

4.1.1 100% of the Full Fees if cancellation occurs less than 48 hours of the commencement of the scheduled Service;

4.1.2 50% of the Full Fees if cancellation occurs between 48 hours and 10 days of the commencement of the scheduled Service;

4.1.3 100% Refund will be provided to the client if it is more than 10 days of the commencement of the scheduled Service;

4.2 Without prejudice to clause 9.1, in the event of the Service Provider cancelling or otherwise not being able to provide the Services the Service Provider shall either:

4.2.1 arrange alternative services or providers to a value and quality that would have been provided; or

4.2.2 refund any monies paid under this Agreement for the Services; and

4.2.3 in either case, provide 24 hours' notice, or if 24 hours is not practical, for example in a sudden event or emergency, notice as soon as it is reasonably possible.

4.3 All booked and confirmed service dates are fixed and cannot be swapped for an alternative date and/or time. If the Client is seeking an amendment to the same, then the original booking must be cancelled in accordance with the procedure set out herein and the new dates and times booked afresh, in writing, via email.

5. Early Termination

5.1 Services can be terminated by;

5.1.1 either Party serving not less than 10 days written notice on the other Party;

5.1.2 the Service Provider, by written notice to the Client with immediate effect, in the event that any Fees or charges owed by the Client to the Service Provider remain outstanding for 7 days.

5.1.3 The Client shall pay the Service Provider for all fees, expenses and charges incurred up to the date of termination of this Agreement.

6. Insurance

6.1 The Service Provider shall ensure that it has in place at all times suitable and valid insurance that shall include Public Liability Insurance relative to the Services performed for the Client.

6.2 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.

7. Indemnity and Liability

7.1 The Service Provider shall not be liable for any loss or damage suffered by the Client resulting from the Client's failure to follow any instructions given by the Service Provider.

7.2 The Client shall accept full liability and responsibility for any event occurring or arising from the behaviour or characteristics of their Pet.

7.3 The Client will indemnify the Service Provider against any damage or injury caused by the Pet towards any property, person or other animal; this will include, but is not limited to veterinary, medical and legal fees.

7.4 The Service Provider shall not be responsible for any damage caused to the Client's property or possessions or that of others caused by the Client's Pet during the period the Pet is in its care. The Client agrees to indemnify the Service Provider against any such claims as may be made against it arising out of or in connection with this Clause.

7.5 The Service Provider accepts no responsibility or liability for the security of the Client's property or premises, or any loss or damage which may be sustained as the result of action taken by third parties who also have access to the Client's property or premises either before, during or after expiry of this Agreement.

7.6 The Service Provider shall not be liable for the injury, loss, death or any actions, fines or penalties as may be imposed on Pets permitted unsupervised access to the outdoors.

7.7 The Service Provider will care for your Pet as the Client would, and whilst the Service Provider will make every effort to ensure the safety of the Pet and ensure that the Pet is well looked after in the Client's absence, the Service Provider cannot be held liable for any loss, illness or injury of any Pet whilst in the Service Provider's care, nor for any death of a Pet unless the Service Provider can be shown to be negligent.

7.8 The Client is responsible for any veterinary bills, no matter how they are incurred, whilst Pets are in the care of the Service Provider.

8. Aggressive or Unsocial Animals

8.1 Should any Pet become aggressive or dangerous, the Service Provider shall, in their sole discretion take whatever action they consider necessary in the best interest of the animal, other animals or people which may be encountered. This may, without limitation, include:

8.1.1 a refusal to offer the Services and immediate termination of this Agreement;

8.1.2 obtaining assistance from a Vet, the R.S.P.C.A or the police;

8.1.3 placing the Pet in a boarding kennel;

8.2 Any fees and costs incurred in taking action pursuant to clause 8.1 shall be directly chargeable to and recoverable from the Client.

8.3 The Service Provider shall not be liable to the Client for any refund of Fees where the Client has not specified the behaviour and characteristics of the Pet in the online pet management system and the Service Provider can terminate this Agreement pursuant to clause 8.1.1.

9. Force Majeure

9.1 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.

9.2 The Party (the "Affected Party") prevented from carrying out its obligations shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.

10. Assignment

10.1 The Service Provider shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Service Provider.

11. Data Protection

11.1 The Service Provider shall not use or pass to a third party (other than information needed by a carer to perform their duties) or where required by law. All information relating to the client, their property and Pet(s) will be stored in accordance with the Data Protection Act 1998.

POLICIES AND PROCEDURES

1. Bookings

1.1 A booking shall be requested through the website, phone or email and not perceived as confirmed and accepted until a booking confirmation correspondence has been issued by the Service Provider and all the necessary information regarding this booking has been completed and a 50% deposit paid by the Client.

1.2 For new Clients, an in-home consultation will be required. The first consultation with management is free of charge and additional consultations with carers are free by phone. Additional in home consultations will be billed as described.

1.3 Bookings may be accepted up to 24 hours before the Service begins but payment in full will be required for all bookings before keys are returned.

2. Duty of Care

2.1 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 on holiday. Pets have no concept or ability to understand that their owner's absence is temporary, and they will be coming back. The Service Provider understands this and will offer comfort and reassurance whilst trying, as far as is practically possible to maintain the Pet's normal daily routines. Clients are required to keep the Service Provider up to date via

HEYWORTH GORDON —

Modern Property Management Solutions

email at all times. The Service Provider will not guarantee that information supplied elsewhere or in any other form will be adhered to.

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

3. Client Updates

3.1 The Service Provider will provide the Client care updates via email using the Daily Report template, delivered as a PDF. This will be done on the day of the Service when it is safe and convenient for the Service Provider to do so.

3.2 All imagery from daily care updates may be used in marketing or social media for Heyworth Gordon.

3.3 The Service Provider will not respond to text, WhatsApp or iMessages – all communication with the Client be via email or phone call.

4. Necessities

4.1 The Service Provider will properly 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 during the time of booking.

4.2 The Client shall provide sufficient food, cat litter, Pet supplies and any treats for their Pet(s) for the duration of the Service.

5. House Cleanliness

5.1 The Service Provider shall clean up after the Client's Pets to the best of their ability.

5.2 The Client shall make available cleaning materials in the event of any mess made by Pets within their property.

5.3 The Client shall provide information at the time of booking to the Service Provider of the location of appropriate cleaning materials, including but not limited to plastic bags, dustpan and brush, vacuum cleaner, disposable gloves, towels, disinfectant, paper towels and bin bags.

5.4 The Service Provider cannot be held liable or responsible for any stains, marks or damage caused by vomit or fouling or attempts to clean it.

5.5 The Service Provider may charge for cleaning where the time or number of occurrences exceeds what would be considered to be acceptable.

6. Damage to Property or Possessions

6.1 Any damage to the property or possessions of the Client in their absence, however caused by the Pet shall be recorded by the Service Provider and where considered by the Service Provider to be serious enough to inform the Client, they will do so at the earliest opportunity. Any costs, including administration and man-power in providing such notice may be recoverable from the Client.

7. Medicines

7.1 It shall be the sole responsibility of the Client to ensure the Service Provider is fully aware of any health issues the Pet is experiencing, or has suffered in the past. The Service Provider cannot be held liable for any loss or damage which result in problems or complications from anything not disclosed at the time of booking.

7.2 The Service Provider shall follow instructions at the time of booking but cannot be held liable for any complications arising therefrom.

8. Sick or Injured Pets

8.1 If the Pet is taken sick or injured the Service Provider will notify the Client at the earliest convenience to take instructions or guidance. In the event of the Service Provider not being able to contact the Client, or in an emergency situation, the Service Provider shall, if in its own opinion the Pet needs veterinary attention/treatment/opinion the Service Provider shall make arrangements as necessary, in the best interest of the Pet. Any veterinary bills shall be directly chargeable to the Client.

8.2 The Service Provider reserves the right not to provide service to any Pets they feel may have a contagious illness or disease.

8.3 The Service Provider reserves the right not to provide Service to any Pets that are in recovery from illness, disease or operation.

8.4 In the event of a Pet having a contagious illness or disease, which has not been disclosed in the online pet management system, the Client may be liable for the costs of treatment given to other animals, which become infected as a result.

9. Neutered Pets

9.1 The Service Provider reserves the right not to care for any unneutered animals in heat.

10. Keys

10.1 Where it is necessary for the Service Provider to hold keys to a property, the Client shall provide a minimum of one of each key needed.

10.2 Keys will be coded and securely stored by the Service Provider and carers.

10.3 As an alternative to the Service Provider holding any keys the Client may provide the Service Provider with access to any external key-safes at the property and The Client will ensure keys are always present in such key-safes.

10.4 The Client will keep the Service Provider up to date with all access instructions and information.

10.5 Keys will only be returned when fees due have been paid.

10.6 Fees are charged as advertised for the collection and returning of keys.

10.7 It is the Client's responsibility to ensure the Service Provider has correct and working set(s) of keys at all times.

11. Alarms and Home Security

11.1 The Client must provide adequate information and equipment for any home security systems.

11.2 If 2 sets of keys are issued to the Service Provider, the Client will also issue 2 alarm fobs if required for any home security system.

11.3 All information and clear instruction must be disclosed to the Service Provider.

11.4 The Service Provider cannot be held responsible for any issues resulting in the failure to provide all required information for home security.

11.5 The Client will be liable for costs and/or fees for any additional time required by the Service Provider to resolve home security issues.

11.6 The Service Provider is not liable for any issues resulting in the failure of a home security system.

11.7 The Client must inform the Service Provider of any webcams located internal or external to the property at the time of booking. Failure to do so may result in the Service being cancelled with immediate effect and charges will still apply.

12. Parking

12.1 The Client must inform the Service Provider of parking facilities and restrictions. If there is no free parking in the immediate area and the client is unable to supply the carer(s) with appropriate parking permits then parking charges will be passed on to the Client.

13. Additional Fees

13.1 The Client agrees that any requests for additional services will be charged at the advertised price. This includes, but is not limited to; returning or collecting keys, vet visits and shopping for Pet supplies.

14. Privacy

14.1 It shall be the Client's responsibility to ensure the information provided to the Service Provider is up to date, the Client agrees to accept any decision made by the Service Provider in the event of the Service Provider not being able to contact the Client as a result of wrong information held.

15. Insurance

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

16. Third Parties

16.1 The Client shall advise the Service Provider of anyone who will have access to their property during any periods of the Client's absence, including but not limited to cleaning services, maintenance personnel, friends, family and neighbours.

16.2 The Service Provider shall not be liable for other persons or their acts or omissions who may have access to the Client's property before, during or after the Service has been rendered.

16.3 In the event of a third party being present in the property the Service Provider reserves the right not to remain within the property until notified that the third party has vacated the property.

17. Service Provider's Companion

17.1 The Service Provider may have a third party accompany them whilst providing the scheduled Service. No costs will be applied to the Client's account for any assistance the companion provides.

17.2 All companions will be subject to whatever checks the Service Provider considers necessary or appropriate.

18. Pet Specifics

18.1 Cats

18.1.1 The Service Provider cannot be held responsible for any issues that occur outside the property and affects a cat that has access to a cat flap.

18.1.2 It is the Client's responsibility to secure the property including windows and cat flaps if they do not wish their cat(s) to gain access to the outside of the property in the Client's absence.

18.2 Caged or Tanked animals

18.2.1 The Service Provider cannot be held responsible for any issues that occur because of faulty latches on cages or tanks.

18.2.2 It is the Client's responsibility to ensure that all enclosures are in good working order.