



504 Manchester Road, Blackrod, Bolton. BL6 5SW

Email: info@heatherswalkies.co.uk

Tel: 07922600560

www.heatherswalkies.co.uk

TERMS OF SERVICE

1. Relationship and Responsibilities

1.1 It is expressly understood that the Client retains the services of Heather's Walkies as an Independent Contractor and not as an employee.

1.2 Heather's Walkies undertakes to perform the agreed upon services in an attentive, reliable, caring manner and the Client undertakes to provide all necessary information to assist in this performance. Heather's Walkies shall not be obliged to perform any other duties except those agreed in writing and recorded on the Client's Online Portal.

1.3 Heather's Walkies undertakes to notify the Client of any occurrence pertaining to the pet which may be relevant to the care and well-being of the pet(s).

1.4 The Client undertakes to notify Heather's Walkies of any changes to their information, either in writing or via the Client Online Portal. Failure to do so may result in termination of the services.

1.5 Heather's Walkies reserves the right to walk other compatible dogs at the same time but undertakes to limit the number of dogs walked with one person to 4 (four). The number of dogs home boarding/in daycare at any one time shall be limited to that displayed on the Bolton Council Boarding License.

1.6 The Client agrees to provide all items necessary for pets to be adequately cared for in the Client's absence (i.e., food, medication, bedding, leads, well-fitting harness, tags, collars, cat litter, etc.), with the exception of dog waste bags, which will be provided by Heather's Walkies. Should pets require any additional supplies whilst in the care of Heather's Walkies these will be purchased and added to the invoice. The Client agrees that Heather's Walkies is not responsible for any lost, stolen or damaged leads, collars, tags, clothing, bedding or any other item left with their pet.

1.7 Heather's Walkies will only walk dogs on well-fitting harnesses, and will not use any equipment that causes physical, emotional or psychological discomfort to a dog. This includes items such as head harnesses, no-pull or restrictive harnesses (including Julius K9 style harnesses), check, prong or electric collars and citronella. Slip leads will not be used unless in an emergency and there being no suitable alternatives (such as a failed harness).

1.8 Heather's Walkies will only walk dogs off lead once an Off Lead Consent has been signed and the decision to walk off lead will remain at the discretion of Heather's Walkies' staff.

1.9 The Client agrees to ensure their dog has not eaten in the hour before pick up by Heather's Walkies to ensure sufficient time to digest food before any exercise or play. Failure to do so may result in the potential life-threatening condition Bloat (Gastric Torsion).

1.10 The Client agrees to provide keys/arrange access to the pet for the agreed appointment: failure to do so will result in a cancellation for that day's service and will be charged in full to the Client.

2. Compensation (Payment)

2.1 The amount per service shall be agreed in advance. For one-off bookings, invoices are emailed out in advance of the service. For regular walks paid by Payment Card, invoices will be available on the Client's Online Portal.

2.2 Payment due dates:

- Payment for pet sitting services, and dog daycare is due 48 hours before the service's start date.
- Payment for regular dog walks is collected by Payment Card weekly in arrears (usually on Fridays). Where alternative payment methods are used for regular walks, these are due the first day of the billing period, as stated on the invoice.
- For home boarding services, a 50% deposit is due at the time of booking, and full balance due 48 hours before the service's start date.

2.3 Failure to pay the full amount by deadlines stated in clause 2.2 will result in services being suspended until the payment is made in full.

2.4 Any increase to prices for regular walks shall be notified in writing to the Client with four weeks' notice given.

3. Initial Assessment and Trial Period

3.1 All pets will be subject to an initial assessment by Heather's Walkies prior to using the services. Heather's Walkies reserves the right to refuse admission to any dog or pet deemed in their absolute discretion to be, or have the potential to be, dangerous or disruptive. Any such behaviour must be disclosed in full detail at the initial consultation.

3.2 All dog home boarding will require an overnight assessment, which is charged at the standard home boarding rate. Heather's Walkies reserves the right to immediately terminate the assessment of any dog deemed in their absolute discretion to be, or have the potential to be, dangerous or disruptive. Following the assessment, Heather's Walkies will decide whether the dog(s) is suitable for home boarding or not, in their absolute discretion. No refunds will be given if it is deemed that the dog(s) is not suitable for home boarding.

3.3 For regular dog walks, the first two full calendar weeks of the Schedule of Care will be considered the "Trial Period". During these weeks, either party may terminate this agreement prior to the next scheduled visit without incurring penalties or damages. At the end of the Trial Period, an ongoing schedule shall be confirmed in writing to the Client, and the schedule available to view on the Client's Online Portal.

4. Vaccinations, Communicable illnesses and conditions

4.1 The Client agrees that they are responsible in ensuring that their pet is up-to-date with their vaccinations, flea and tick treatments and de-wormer treatments. The Client agrees that they will not hold Heather's Walkies responsible if their pet is infected with fleas/ticks/worms whilst under the care of Heather's Walkies.

4.2 Heather's Walkies reserves the right to refuse admission if the Client fails to provide adequate proof of vaccinations, or titre tests, or if the vaccinations are found to be expired or otherwise incomplete. KENNEL COUGH vaccination is required for all dogs, unless exempt for medical reasons.

4.3 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. Dogs experiencing diarrhoea or vomiting will not be walked until 48 hours after the last incident. The Client further agrees to notify Heather's Walkies immediately of any infections and/or contagious disease or conditions their pet has been exposed to or is affected by. Such diseases and conditions include, but are not limited to: Distemper, Hepatitis, Kennel Cough, Parvovirus, Coronavirus, worms, Lyme disease, Fleas, pregnancy, external parasites,

infections skin diseases and intestinal parasites. Heather's Walkies reserves the right to refuse admission until satisfied that the condition is resolved.

4.4 Heather's Walkies will carry out basic welfare checks and take action when required for the animal's immediate welfare. This may include nail trimming, brushing, removing matts, cleaning eyes/ears, administration of first aid and non-prescription medications (such as antiseptics). Where there is no urgency, the Client will instead be advised.

5. Schedule Amendments, Cancellations and Terminations

5.1 Cancellation by the Client of walks or pet sitting services with less than 48 hrs notice may be charged at the full rate or rescheduled at the discretion of Heather's Walkies.

5.2 Cancellation by the Client of home boarding services will be charged a 10% cancellation fee if more than one month's notice is given. Cancellation within a month of service's start date will be charged a 50% cancellation fee. Cancellation within 48 hours of the service's start date will be charged the full amount. Bookings may be rescheduled at the discretion of Heather's Walkies.

5.3 Late Fees: Where a Client is unable to collect their dog(s) at the agreed time, an additional charge of £5 per hour shall be charged until the dog(s) is collected. Where the Client knows that they will be delayed, they may request an additional night of boarding at the standard rate, but Heather's Walkies reserves the right to refuse this at their discretion.

5.4 Where Heather's Walkies as sole proprietor needs to cancel a scheduled walk due to unforeseen circumstances or annual leave, they may appoint a substitute dog walker and any difference in the fees charged shall be for the account of Heather's Walkies. Any substitute dog walker shall operate according to the same high standard of care.

5.5 Should any dog become aggressive or dangerous, Heather's Walkies may terminate services with immediate effect.

5.6 Any wrongful or misleading information given by the Client, or failure to disclose changes in their information may constitute a breach of terms of service and be grounds for instant termination thereof.

5.7 Any unneutered bitches must give details of dates of the last season and when the next season is due. In-season bitches will not be walked until 4 weeks after first bleed. House visits may be offered at the discretion of Heather's Walkies. In-season bitches cannot be boarded. If a bitch comes into season unexpectedly during a home boarding stay, the boarding will be terminated immediately in line with legal regulations and alternative arrangements will need to be made at the expense of the Client.

5.8 Termination under the circumstances described in **5.5, 5.6 or 5.7** above shall not entitle the Client to any refunds nor relief of any outstanding payments due.

5.9 In all other circumstances, either party may terminate this agreement with two weeks' written notice.

6. Liability

6.1. Heather's Walkies accepts no liability for any breach of security or loss of or damage to the Client's property if any other person has access to the property during the term of this agreement. Heather's Walkies will however take all reasonable steps to ensure the Client's premises are secure upon entry and leaving.

6.2. Heather's Walkies shall not be liable for any mishap of whatsoever nature which may befall a pet or caused by a pet who has unsupervised access to the outdoors.

6.3 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.

6.4 The Client shall be liable for all medical expenses and damages resulting from an injury to Heather's Walkies caused by the pet(s) as well as damage to the Client's property.

6.5 Heather's Walkies is released from all liability related to transporting pet(s) to and from any veterinary clinic or kennel, the medical treatment of the pet(s) and the expense thereof.

7. Indemnification

7.1 The parties agree to indemnify and hold harmless each other as well as respective employees, successors and assigns from any and all claims arising from either party's wilful or negligent conduct.

8. Emergencies

8.1 In the event of a medical emergency, Heather's Walkies shall contact the Client or nominated Emergency Contact(s) at the numbers provided to confirm the Client's choice of action. If the Client cannot be reached within a reasonable timeframe, Heather's Walkies is authorised to:

- Transport the pet(s) to either the pet's listed veterinarian or other registered veterinarian;
- Request on-site treatment from a veterinarian;
- Transport the pet(s) to an emergency clinic if the previous two options are not feasible.

And the Client shall be responsible for reimbursement of costs.

8.2 In the event of Heather's Walkies not being able to gain access to the property for the purpose of supplying Services, Heather's Walkies is authorised to employ the services of a locksmith. The Client shall be responsible for reimbursement of costs.

9. Security

9.1 Heather's Walkies warrants to keep safe and confidential all keys, remote control entry devices, access codes and personal information of the Client and to return same to the Client at the end of the scheduled period or immediately upon demand. The Client agrees to indemnify Heather's Walkies in full against any liability arising from loss or damage to the property or its contents, in present and future circumstances.

10. Privacy

10.1 Client's personal data shall be held securely in line with current legislation. A full privacy policy can be found at www.heatherswalkies.co.uk/privacy or a copy provided on request.

11. Relaxation of Terms

11.1 No relaxation, indulgence, waiver or release by any party of any of the rights in terms of this agreement on one occasion shall prevent the subsequent enforcement of such rights and shall not be deemed to be a waiver of any subsequent breach of any of the terms.