

OUR TERMS

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

- Event Outside Our Control:** is defined in clause 7;
- Order:** Your Order for the Services as set out on the Order form;
- Services:** the services that We are providing to You as set out in the Order;
- Terms:** the Terms and conditions set out in this document; and
- We/Our/Us:** Sarah Cameron, trading as Lead On Pet Services.
- You:** The customer or owner for whose pet(s) the service is being provided.

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

- 2.1 These are the Terms and conditions on which We supply Services to You.
- 2.2 Please ensure that You read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before You sign the Order. If You think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between You and Us.
- 2.3 When You sign and submit the Order to Us, this does not mean We have accepted Your Order for Services. Our acceptance of the Order will take place as described in clause 12. If We are unable to supply You with the Services, We will inform You of this and We will not process the Order.
- 2.4 These Terms will become binding on You and Us when We contact You that We are able to provide You with the Services, which We will also confirm in writing to You, at which point a contract will come into existence between You and Us.
- 2.5 If any of these Terms conflict with any term of the Order, the Order will take priority.
- 2.6 We shall assign an Order number to the Order and inform You of it when We confirm the Order. Please quote the Order number in all subsequent correspondence with Us relating to the Order.

3. CHANGES TO ORDER OR TERMS

- 3.1 We may revise these Terms from time to time for example in the following circumstances:
 - (a) changes in relevant laws and regulatory requirements
- 3.2 If We have to revise these Terms under clause 3, We will give You written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 8.
 - (a) You may request a change to the Order for Services at any time before the start date for the Services but with no less than 48 hours notice by contacting Us. Where this means a change in the total price of the Services, We will notify You of the amended price in writing. You can choose to cancel the Order in accordance with clause 8 in these circumstances. If We are unable to fulfil the changes requested We will notify You.
 - (b) If You wish to cancel an Order before it has been fulfilled, please see Your right to do so in clause 8.

4. PROVIDING SERVICES

- 4.1 We will supply the Services to You from the date set out in the Order until the estimated end date set out in the Order.
- 4.2 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 7 for Our responsibilities when an Event Outside Our Control happens.
- 4.3 We will need certain information from You that is necessary for Us to provide the Services, for example, medical history of Your animal. We will contact You about this. If You do not, after being asked by Us, provide Us with this information, or You provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra costs that We incur as a consequence or We may suspend the Services by giving You written notice. We will not be liable for any delay or non-performance where You have not provided this information to Us after We have asked. If We suspend the Services under this clause, You do not have to pay for the Services while they are suspended, but this does not affect Your obligation to pay for any invoices We have already sent You.
- 4.4 We may have to suspend the Services if We have to deal with technical problems. We will contact You to let You know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause but this does not affect Your obligation to pay for any invoices We have already sent You.
- 4.5 If You do not pay Us for the Services when You are supposed to as set out in clause 6, We may suspend the Services with immediate effect until You have paid Us the outstanding amounts (except where You dispute an invoice under clause 6.5). We will contact You to tell You this. This does not affect Our right to charge You interest under clause 6.3.

5. IF THERE IS A PROBLEM WITH THE SERVICES

- 5.1 In the unlikely event that there is any defect with the Services:
- (a) please contact Us and tell Us as soon as reasonably possible;
 - (b) please give Us a reasonable opportunity to repair or fix any defect; and
- 5.2 As a consumer, You have legal rights in relation to Services not carried out with reasonable skill and care. Nothing in these Terms will affect these legal rights.

6. PRICE AND PAYMENTS

- 6.1 The price in force at the time We confirm Your Order of the Services will be set out in Our price list on Our Website. Our prices may change at any time, but price changes will be notified to You in advance if they are likely to affect an existing Order.
- 6.2 Your rights to a refund on cancellation are set out in clause 8. We will invoice You after We have performed each individual Service or Weekly or monthly in arrears for the Services provided until the Services are completed. Each invoice will quote the Order number. You must pay each invoice in cleared monies within 5 calendar days of the date of invoice by cash or direct bank transfer.
- 6.3 If You do not make any payment due to Us by the due date for payment, We may charge interest to You on the overdue amount at the rate of 3% a year above the base lending rate of Santander Bank 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. You must pay Us interest together with any overdue amount.
- 6.4 If You cancel a service with less than 24 hours notice to Us, We will charge You 50% of the total price of the Service.

6.5 However, if You dispute an invoice in good faith and contact Us to let Us know promptly after You have received an invoice that You dispute it, clause 6.3 will not apply for the period of the dispute.

7. EVENTS OUTSIDE OUR CONTROL

7.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

7.2 An Event Outside Our Control means any act or event beyond Our reasonable control including but not limited to illness affecting Us, severe weather or mechanical breakdown.

7.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

- (a) We will contact You as soon as reasonably possible to notify You; and
- (b) Our obligations under these Terms will be suspended . Where the Event Outside Our Control affects Our performance of Services to You, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

7.4 You may cancel the contract if an Event Outside Our Control takes place and You no longer wish Us to provide the Services. Please see Your cancellation rights under clause 8. We will only cancel the contract if the Event Outside Our Control continues for longer than 24 hours in accordance with Our cancellation rights in clause 9.

8. YOUR RIGHT TO CANCEL

8.1 Before We begin to provide the Services, You have the following rights to cancel an Order for services, including where You choose to cancel because We are affected by an Event Outside Our control or if We change these Terms under clause 3 to Your material disadvantage:

- (a) You may cancel any Order for Services at any time before the start date for the Services but with no less than 48 hours notice by contacting Us. We will confirm Your cancellation in writing to You.
- (b) If You cancel an Order under clause 8 and You have made any payment in advance for Services that have not been provided to You, We will refund these amounts to You.
- (c) Late cancellations by You of 24 hours notice or less will incur a charge of 50% of the total cost of the service.
- (d) However, if You cancel an Order for Services under clause 8.1(a) and We have already started work on Your Order by that time, You will pay Us any costs We reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to You or, if no refund is due to You, invoiced to You. We will tell You what these costs are when You contact Us.

However, where You have cancelled an Order because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), You do not have to make any payment to Us.

8.2 Once We have begun to provide the Services to You, You may cancel the contract for the Services at any time by providing Us with at least 48 hours notice in writing. Any advance payment You have made for Services that have not been provided will be refunded to You.

8.3 Once We have begun to provide the Services to You, You may cancel the contract for Services with immediate effect by giving Us written notice if:

- (a) We break this contract in any material way and We do not correct or fix the situation within 24 hours of You asking Us to in writing;
- (b) We change these Terms under clause 3 to Your material disadvantage;
- (c) We are affected by an Event Outside Our Control.

9. OUR RIGHT TO CANCEL

9.1 If We have to cancel an Order for Services before the Services start:

- (a) We may have to cancel an Order before the start date for the Services, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Services. We will promptly contact You if this happens.
- (b) If We have to cancel an Order under clause 9 and You have made any payment in advance for Services that have not been provided to You, We will refund these amounts to You.
- (c) Where We have already started work on Your Order for Services by the time We have to cancel under clause 9.1(a), We will not charge You for any part of the Service that is listed on the Order of Service but is not provided to You. Any advance payment You have made for Services that have not been provided will be refunded to You. Payment for Service that has been provided will still be invoiced to You and must be paid

9.2 Once We have begun to provide the Services to You, We may cancel the contract for the Services at any time by providing You with at least 5 calendar days' notice in writing. If You have made any payment in advance for Services that have not been provided to You, We will refund these amounts to You.

9.3 We may cancel the contract for Services at any time with immediate effect by giving You written notice if:

- (a) You do not pay Us when You are supposed to as set out in clause 6. This does not affect Our right to charge You interest under clause 6.3; or
- (b) You break the contract in any other material way and You do not correct or fix the situation within 24 hours of Us asking You to in writing.
- (c) We reserve the right to terminate a contract with immediate effect if there are any displays of unsociable, aggressive or disruptive behaviour by Your pet. The contract will be terminated and the pet returned to You. We will not charge You for any part of the Service that is listed on the Order of Service but is not provided to You. Any advance payment You have made for Services that have not been provided will be refunded to You. Payment for Service that has been provided will still be invoiced to You and must be paid.

10. INFORMATION ABOUT US AND HOW TO CONTACT US

10.1 We are a sole trader established in England and Wales. If You have any questions or if You have any complaints, please contact Us. You can contact Us by telephone on 07837 656722 or by emailing Us at leadonpet@btinternet.com.

10.2 If You wish to contact Us in writing, or if any clause in these Terms requires You to give Us notice in writing (for example, to cancel the contract), You can send this to Us by e-mail, or by hand. We will confirm receipt of this by contacting You in writing. If We have to contact You or give You notice in writing, We will do so by e-mail, or by hand, or by pre-paid post to the address You provide to Us in the Order.

11. HOW WE MAY USE YOUR PERSONAL INFORMATION

11.1 We will use the personal information You provide to Us to:

- (a) provide the Services;
 - (b) process Your payment for such Services; and
- inform You about similar products or Services that We provide, but You may stop receiving these at any time by contacting Us.

11.2 We will not give Your personal data to any third party other than the police if requested. We will notify You as soon as is possible to advise You of this.

12. SERVICE PROVISION

12.1 Each Order is subject to a consultation between Us and You and the Order form being completed and signed on behalf of both parties.

- 12.2 If the service provided includes feeding, cat litter tray cleaning, bedding changed, medication etc. You are responsible for providing all necessary items. Should it be necessary for Us to incur additional costs for the wellbeing of the animal, all costs must be reimbursed to Us by You within 5 calendar days.
- 12.3 We will not be held responsible for loss of keys or any consequential costs as a result of lost or mislaid keys.
- 12.4 All dogs walked by Us will be subject to and assessed during a trial period for socialisation and compatibility with Us and other dogs. We reserve the right to decline any dog found to be unsuitable for Our Services and cancel the contract with immediate effect.
- 12.5 We will only walk dogs off the lead provided that We have Your written consent to do so. We will not be held responsible for any consequential loss should Your dog fail to respond to a recall command, including but not limited to loss due to injury or damage to itself, other animals, people or property. Any consequential costs incurred will be borne by You.
- 12.6 We will act in the best interest of the animal at all times. If due to reasons outside of Our control the provision of the service is deemed detrimental to Your pet or Us, We will cease the service immediately. No refunds will be paid in these circumstances.

13. INSURANCE

- 13.1 We hold Public Liability insurance but where possible Your pet should be insured by You. We reserve the right to refuse any animal that is not insured.
- 13.2 Any amounts not covered by Our insurance will be passed on to You in the event that a claim is necessary under Our insurance as a result of the actions of Your pet.
- 13.3 If We are staying in Your house as part of the provision of Our Service, it is Your responsibility to ensure that Your household insurance company is made aware. We shall not be responsible for any damage, break-ins, accidents or breakdowns. It is a condition precedent to liability that You have arranged with Your household insurer to extend Your policy to cover losses incurred whilst there is a house sitter present.

14. OTHER IMPORTANT TERMS

- 14.1 This contract is between You and Us. No other person shall have any rights to enforce any of its Terms.
- 14.2 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.3 If We fail to insist that You perform any of Your obligations under these Terms, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.
- 14.4 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts.
- 14.5 Failure to disclose details of a material fact that directly or indirectly affects the Service being provided, will be deemed a breach of contract.
- 14.6 All animals in Our care must have up to date inoculations and be up to date with flea and worming treatment. We may request sight of vaccination certificates as proof of this prior to the commencement of service. All dogs must be vaccinated against:

- Canine parvovirus
- Canine distemper virus
- Leptospirosis
- Infectious canine hepatitis
- Vaccination against Kennel Cough is desirable for all dogs but mandatory for any dog that has been in kennels.

14.7 You must provide Us with the name and contact details for You or a person nominated by You who is authorised to make a decision about the animals for whom the service is being provided, in an emergency. If We are unable to make contact timeously, We reserve the right to contact a veterinary surgeon and act on Your behalf and in the best interest of the animal. All costs incurred in so doing will be borne by You.

14.8 You must notify Us of any behavioural characteristic that Your pet has at any time displayed that may affect the service We have been asked to provide. Any history of unsociable/ aggressive behaviour must be declared to Us before We will accept the Order for service

14.9 All dogs in Our care, other than when being cared for solely within Your home, must wear a collar with the name and address of the owner inscribed on the collar or on a plate or badge attached to it in accordance with the Control of Dogs Order 1992. If Your pet is micro-chipped You must provide Us with the registered details should We need to retrieve Your pet.