

## Service Agreement



BETWEEN:

THE SERVICE PROVIDER – FURRY CROSS THE MERSEY

THE CLIENT – YOURSELF

(Together the “Parties”)

The Client wishes to engage the Service Provider and the Service Provider agrees to undertake the services (hereafter referred to as the “Services”) as set out in the Booking Form in accordance with the policy and procedures document (“Policies and Procedures”) and subject to the terms and conditions of this Agreement. Any reference to pets in this Agreement shall refer to those specified on the Booking Form.

### 1. Services

- 1.1. The Service Provider shall perform the Services in an attentive, reliable and caring manner, using all reasonable skill and care, having due regard to the Policies & Procedures and any relevant information set out in the Booking Form.
- 1.2. The Service Provider shall act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification of Services provided in the Policies and Procedures.
- 1.3. The Service Provider shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, code of conduct and any other rules relevant to the provision of Services.

### 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 his information, knowledge and belief.
- 2.4. The Client confirms that all vaccinations, treatments, licences, permits etc. which he is 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. Any such instructions should be compatible with the specification of Services provided in the Policies and Procedures.
- 2.6. The Client will be responsible for all medical expenses and damages resulting from any injury to the Service Provider, its employees and agents, or to other persons by the pet.
- 2.7. The Client shall fully indemnify the Service Provider in respect of costs and damages arising from any claim from any person suffering either injury or death caused by the Client’s pet.
- 2.8. The Client authorises the Service Provider to arrange for any emergency veterinary care that may be necessary during the provision of its Services. The Service Provider shall use all reasonable efforts to obtain the Client’s consent prior to obtaining emergency care.
- 2.9. The Client agrees to reimburse the Service Provider for any additional fees 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.
- 2.10. The Service Provider shall use its best efforts to use the pet’s normal Veterinary Surgeon where ever 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.
- 2.11. The Client shall ensure that the Service Provider has access to the Client’s home or other specified location at the times to be agreed between the Service Provider and the Client.
- 2.12. Any delay in the provision of Services resulting from the Client’s failure or delay in complying with any of the provisions in this Clause 3 shall not be responsibility or fault of the Service Provider.

### 3. Fees and Payment

- 3.1. The Service Provider will charge the Client for the Services as quoted in the Booking Form (the “Fees”) and the Client agrees to pay the Service Provider the Fees, promptly when they fall due
- 3.2. The Client agrees to reimburse the Service Provider for any additional fees for providing emergency care, as well as any expenses incurred for, without limitation, unexpected visits, transportation, housing, food or supplies on proof of a valid receipt
- 3.3. If the Client fails to make any payment 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 falls 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.

#### **4. Cancellations**

- 4.1. In the event of the Client cancelling the Services, the Client agrees to pay the Service Provider a fee equal to:
  - 4.1.1. 100% of the Fees if cancellation occurs less than 48 hours of the scheduled service;
  - 4.1.2. 50% of the Fees if cancellation occurs between 48 hours and 14 days of the scheduled service;
  - 4.1.3. the non-refundable deposit, as set out in the Booking Form, if cancellation occurs not less than 14 days of the scheduled services.
- 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.

#### **5. Early Termination**

- 5.1. This Agreement can be terminated by:
  - 5.1.1. either Party serving not less than [28] 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 28 days.
- 5.2. 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.
- 7.9. Nothing in this Agreement shall limit or exclude the Service Provider's liability for death or personal injury.

#### **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 that 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.CA 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 9.1 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 Booking Form and the Service Provider terminates this Agreement pursuant to clause 9.1.1.

## **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). All information relating to the client, their property and pet(s) will be stored in accordance with the data Protection Act 1998.

## **12. Entire Agreement**

- 12.1. This Agreement, along with the Booking Form, Policy & Procedures document, Veterinary Release Form constitute the sole and entire agreement between the Parties, and supersedes all prior agreements, representations and understandings of the Parties written or verbal. Any alteration of this Agreement must be in writing and signed by both Parties.

## **13. Notices**

- 13.1. Any notice required to be served under this Agreement shall be in writing and shall be served by hand, post or electronic mail.
- 13.2. Notices shall be deemed served:
  - 13.2.1. upon delivery, when delivered by hand,
  - 13.2.2. upon accepting delivery by signed receipt post/courier, when delivered by using a 'signed for upon delivery' postal service or courier.
  - 13.2.3. immediately following transmission, if by electronic mail provided the sender does not receive a non-delivery message.

## **14. Governing Law and Jurisdiction**

- 14.1. 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.
- 14.2. Any Forbearance, tolerance or delay in either party enforcing its contractual or legal rights shall not prejudice, restrict or prevent the right of the injured party to enforce its rights at a later date or later breach.

## **Policies and Procedures**

### **1. Bookings**

- 1.1. A booking shall be made by completing a Booking Form and not accepted until a booking confirmation letter has been issued by the Service Provider and received by the Client, all the necessary forms have been completed and payment made in accordance with the price quoted.
- 1.2. For new Clients, an in-home consultation will be required.
- 1.3. Bookings may be accepted up to 24 hours before service begins but payment in full will be required for all bookings made less than 14 days before service begins.

### **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. Our Service Provider's understand this and will offer comfort and reassurance whilst trying, as far as is practically possible to maintain their normal daily routines.
- 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. Necessities**

- 3.1. 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.
- 3.2. The Client shall provide sufficient food, cat litter and any treats for their pet(s) for the duration of the Service.
- 3.3. The Client shall provide secure collars with name/address tags and leads.

#### **4. House cleanliness**

- 4.1. The Service Provider shall clean up after the Client's pets to the best of their ability
- 4.2. The Client shall make available cleaning materials in the event of any 'mistakes' within their property.
- 4.3. The Client shall show the Service Provider the location of appropriate cleaning materials, including but not limited to plastic bags, disposable gloves, towels, disinfectant, paper towels and bin bags.
- 4.4. The Service Provider cannot be held liable or responsible for any stains, marks or damages caused by the fouling or attempts to clean it.
- 4.5. The Service provider may charge for cleaning where the time or number of occurrences exceeds what would be considered to be acceptable.

#### **5. Damage to property or possessions**

- 5.1. 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 by whatever means is available. Any costs, including administration and man-power in providing such notice may be recoverable from the Client.

#### **6. Medicines**

- 6.1. It shall be the sole responsibility 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 actions or omissions which result in problems or complications for anything not disclosed.
- 6.2. No booking can be accepted without a completed Veterinary Release Form
- 6.3. The Service Provider shall follow instruction given on the Booking Form but cannot be held liable for any complications which may arise.
- 6.4. In the event of a pet having a contagious illness or disease which has not been disclosed, the Client may be liable for the costs of treatment given to other animals which become infected.

#### **7. Sick or injured pets**

- 7.1. If the pet is taken sick or injured the Service Provider will notify the Client at the earliest convenience using whatever method is available 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. Keys**

- 8.1. Where it is necessary for the Service Provider to hold keys to a property, the Client shall provide one of each key needed. Keys will be coded and kept within a locked system for security.
- 8.2. Keys will be returned upon completion of this Agreement providing all fees due have been paid.

#### **9. Privacy**

- 9.1. It shall be the Client's sole responsibility to ensure the information provided to the Service Provider is current and 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.

#### **10. Insurance**

- 10.1. The level of insurance cover required for providing the services shall be set out in the Booking Form.
- 10.2. 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.

#### **11. Third Parties**

- 11.1. 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.
- 11.2. The Service Provider shall not be liable for other persons or their actions or omissions who will be in, or have access to the Client's property before, during or after services have been rendered.

#### **12. Service Provider's companion**

- 12.1. The Service Provider may have a spouse; family member or friend accompany them whilst providing the scheduled services. No costs will be applied to the Client's account for any assistance the companion provides.
- 12.2. The Client will be advised in advance where a Service Provider wishes to take a companion, all companions will be subjected to whatever checks the Service Provider considers necessary or appropriate.