



Terms and Conditions

The terms and conditions set out in this document (together with the documents referred to on it) – together this 'Agreement' – set out the terms and conditions on which we 4 Paws, will provide services and related materials to you ('Client'), and the terms on which you agree to accept 4 Paws services. These terms apply for all services provided to you by 4 PAWS. By requesting the services from 4 PAWS, you, the Client, agree to be bound by the terms of this Agreement.

INTERPRETATION

1. In this Agreement, the following definitions apply: Service Order (Booking Form): the order for Services made by the Client to 4 PAWS. Dog: means the Client's dog(s) identified by the Client to 4 PAWS in the relevant Service Order (Booking Form) in respect of which 4 PAWS is to provide the Services. Fees: the charges payable by the Client for the Services as set out in the Service Order (Booking Form), for the supply of the Services in accordance with clause 4. Service Period: the period between the Start date and the End Date. Services: the services as identified in each Service Order (Booking Form).

SUPPLY OF SERVICES

2. In consideration of the Client paying the Fees to 4 PAWS, 4 PAWS shall supply the Services to the Client in accordance with the terms and conditions of this Agreement. 2.2 Each Service Order accepted by 4 PAWS shall form a contract and be governed by these Terms and Conditions.

2.2 4 PAWS reserve the right to place any Dog that is home boarding into a boarding kennels of their choice if the Dog: (a) displays signs of aggression to either people or animals; (b) barks excessively to such a degree as to invoke potential noise complaints; or (c) for any other reason decided at the sole discretion of 4 PAWS. The cost of any boarding kennel is the sole responsibility of the Client. Boarding kennels costs are in addition to any fees due.

2.3 4 PAWS reserves the right to return any Dog for which 4 PAWS is providing any Services to the Client or to the Client's home address if the Dog: (a) displays signs of aggression to either people or animals; (b) barks excessively to such a degree as to invoke potential noise complaints; or (c) for any other reason decided at the sole discretion of 4 PAWS; In this event the Client is not entitled to a refund for the date of return or for any other dates associated with the Service Order.

CLIENT'S WARRANTIES AND OBLIGATIONS

3. The Client shall provide 4 PAWS with true and accurate details of the Dog and with such further information and materials as 4 PAWS may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

3.2 The Client warrants that the Dog: (a) has never attacked another dog, animal or human; (b) does not display aggression towards other animals or humans; (c) is not suffering from any injury or illness which may be transmitted to other animals or humans; and (d) is not registered and is not required to be registered under the Dangerous Dogs Act 1991 and/or the Dangerous Wild Animals Act 1976.

3.3 The Client further warrants (and shall provide reasonable evidence of the same where required by 4 PAWS) that the Dog has: (a) current protection for fleas and worms (i.e. treatment has been made for each of these within the 30 day period prior to the start of the provision of Services.; (b) current vaccinations (to have been given at least 4 weeks prior to the start of the provision of Services) against Canine Distemper, Infectious Canine Hepatitis, Leptospirosis, and Canine Parvovirus; (c) a working microchip with Client's current contact information; and (d) an identity tag attached to the collar or harness with the Client's current contact information.

3.4 If 4 PAWS's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default) 4 PAWS shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from 4 PAWS's failure or delay to perform any of its obligations as set out in this clause and the Client shall reimburse 4 PAWS on written demand for any costs or losses sustained or reasonably incurred by 4 PAWS arising directly from the Client Default.

3.5 The Client agrees to indemnify, keep indemnified and hold 4 PAWS harmless from and against all direct, indirect or consequential loss (all three of which terms include, but are not limited to, loss of profits, loss of business, depletion of goodwill and similar loss), liabilities, injuries, damages, claims, demands, proceedings or legal costs and judgements which 4 PAWS, or any employee or agent of 4 PAWS, incurs or suffers as a consequence of direct or indirect breach of any of the provisions of clauses 3.1 to 3.4 (inclusive).

FEES AND PAYMENT

4.1 The Fees for the Services shall, unless otherwise stated, be set out in the Service Order (Booking Form).

4.2 The Client agrees to pay the Fees as specified on the invoice (or as agreed verbally, via email or SMS) and all additional fees and charges that may become due in accordance with these Terms and Conditions. Additional charges include but are not limited to; medical care, vets bills, extra services requested by the Client either verbally or in writing that are not specified on the original Service Order. 4 PAWS will provide evidence of these extra charges incurred where reasonably required by the Client.

4.3 4 PAWS reserves the right not to start providing the Services, or to suspend provision of the Services if the Client has failed to pay any sums due by the relevant payment date as shown below:

- Boarding - payment is due prior to the first day of the boarding period. A 50% non-refundable deposit is due at time of booking.

- Day care - Payment is due 14 days prior to the week of the provision of the service.

CANCELLATIONS

5. If the Client wishes to cancel any Service Order (Booking Form) or part thereof, it shall provide notice as soon as possible to 4 PAWS and the following cancellation charges shall apply:

- 100% of the value of the booking if cancellation occurs less than 96 hours prior to the start of the provision of Services as noted on the Service Order (Booking Form);
- 50% of the value of the booking if cancellation occurs between 96 hours and more than 14 days of the start of the provision of Services as noted on the Service Order (Booking Form)

5.2 At 4 PAWSs sole discretion bookings may be credited to an alternative date.

5.3 4 PAWS do not provide services to un-neutered male dogs older than 6 months

CLIENT'S PERMISSIONS, RESPONSIBILITIES AND UNDERTAKINGS

6. The Client hereby consents to 4 PAWS making decisions for the Dogs' general wellbeing, that 4 PAWS reasonably deems necessary during the Service Period. The Client acknowledges that by giving such consent additional cost may be incurred.

6.2 The Client authorises 4 PAWS to arrange for any emergency veterinary care that may be deemed necessary by 4 PAWS during the Service Period and agrees to reimburse 4 PAWS for all fees, charges and/or expenses for providing such emergency care. The client further agrees to reimburse 4 PAWS for the cost of any additional visits which may be deemed necessary to ensure the Dog's safety and/or to monitor the Dog's progress in recovering from sickness and/or injury.

6.3 The Client authorises 4 PAWS and its representatives to administer any medication as advised by the Client and/or subsequently by a veterinary professional (Additional fees apply). 6.4 The Client acknowledges responsibility for any and all medical expenses arising from any injury (including death) to 4 PAWS employees and agents and/or to any other persons caused by the Dog.

6.5 The Client gives permission for 4 PAWS to store any personal information provided by the Client for the purpose of providing the Services.

LIMITATION OF LIABILITY

7. While 4 PAWS uses reasonable endeavours to provide a safe and hazard free environment in which the Services are provided, it cannot guarantee the total eradication of hazards.

7.2 Nothing in this Agreement shall limit or exclude either party's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; fraud or fraudulent misrepresentation. 7.2 Subject to clause 7.2:

(a) 4 PAWS shall not under any circumstances whatever be liable to the Client, whether in agreement, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement; and

(b) 4 PAWS's total liability to the Client in respect of all other losses arising under or in connection with this Agreement, whether in agreement, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total fees paid to 4 PAWS the Client under this Agreement.

7.3 This clause 7 shall survive termination of this Agreement. Hold Harmless Agreement: By signing the service order (Booking Form) the Client agrees to hold 4 PAWS its' owners, employees and Directors harmless from any and all damages, loss, and/or claim arising from any and all medical conditions and/or injury to the Dog(s), either known or unknown to 4 PAWS. It is also further understood and agreed that the terms of this Agreement can change at any time, without notice, and will overwrite any and all prior signed contracts or releases.

*Fees are charged per day and apply from day of arrival to day of departure.

