

Wholesome Walks

Pet Care Contract – Terms & Conditions

The parties to this contract and agreement are:

Client Name:

Address:

(Hereinafter referred to as “the Client”)

AND

Pet Carer Name:

Address:

(Hereinafter referred to as “the Pet Carer”)

The parties choose the above stated addresses as their physical addresses at which legal proceedings may be instituted.

Whereas the Client wishes to use the Pet Carer’s services, and the Pet Carer agrees to undertake them under the Terms and Conditions defined in this contract, as well as the Client Form, which shall all become part of the contract.

Any reference to pets in this contract refers to those specified on the Client Form.

General Terms

- Acceptance of the Pet Carer's services is deemed acceptance of the Terms and Conditions, the Pet Carer Contract and an agreement to pay our fees on time.
- We reserve the right to deny or terminate our service because of safety or financial concerns.
- We reserve the right to either impose supplementary charges and/or terminate this agreement if the pet care changes from the description given by the Client and requires more time or responsibility, or if there is a change in the nature of the pet care which could not have been reasonably foreseen by either party.
- The Client is responsible for disclosing any behavioural or health problems that might make the dog unsuitable for care.
- The Pet Carer reserves the right to stop providing pet care services to the Client if their pet shows aggression towards them or other pets in the home.
- The client must book and attend a free 'Meet and Greet' appointment with the Pet Carer to ensure they are both happy to proceed with a booking.

Pet Welfare

- The Client agrees to provide enough food, treats, bedding, medication, etc. for the duration of the pet's care. They also agree to ensure that the pet is

clean and groomed, and to provide any required grooming equipment (where applicable).

- The Client consents to the Pet Carer taking any action they consider suitable to protect and keep their pet in good health.
- The Client consents to their pet(s) sharing food, water bowls and toys with other pets in the home.
- The Client consents to the Pet Carer feeding their pet(s) as requested.
- The Client confirms they will be responsible for any costs which might be incurred, either veterinary or other, as a result of any sickness, accident, or damage caused to or by the Client's pet(s), excepting third party liability, and that they will pay any such costs or expenses on demand.
- If the Client requires that their pet be medicated, they must leave clear instructions on how to administer said medication(s).

Veterinary Authorisation

- The Client gives permission to the Pet Carer to act as guardian for their pet(s).
- If for any reason we need to take the Client's pet to a vet at short notice, we will take them to their registered vet or their chosen emergency vet.
- The Client authorises the named vet to treat their pet(s) in case of any injury or illness.
- The Client gives permission to the Pet Carer to transport their pet(s) to the named vet by whichever means necessary.
- The Client agrees that, in the event of any surgery or euthanasia, the Pet

Carer will accept the advice of the vet and, if the Client cannot be contacted, the named emergency contact will be contacted.

- The Client will be responsible for any transport costs to the Pet Carer as well as any vet's charges that may be incurred.

Emergencies

In the event of an emergency, the Pet Carer shall contact the Client at the numbers provided on the Client Form to confirm the Client's choice of action. If the Client cannot be reached timeously, the Pet Carer is authorised to:

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

Emergency Contact

The Client is to provide a contact number for a trusted third party in case the Pet Carer can't reach them.

Cat Flap Disclaimer

- The Pet Carer cannot be held liable for any loss of pets that have access to an unlocked "cat flap" or other form of exit/entry.
- In the event of a pet going missing, the Pet Carer will continue to visit the Client's home as normal to provide care for the pet(s) and send daily

feedback until the Client returns.

- If the Pet Carer has any cause for concern, they will always try to contact the Client first, after which they will notify the listed emergency contact, vet and any relevant authorities regarding a potentially missing pet.

Damages & Theft

- The Pet Carer will not be liable for any damage or injury caused by the client's pet(s).
- The Pet Carer will not be liable for any theft of the client's pet(s).
- The Pet Carer cannot be held liable for any injury/illness to the client's pet(s) unless they can be shown to be negligent.
- The Pet Carer cannot be held liable for any theft or damage to the Client's property unless they can be shown to be negligent.

Booking & Billing

The Pet Carer fees may change during the year, sometimes at short notice. Up-to-date fees can always be found on the Wholesome Walks website

'www.wholesomewalks.com'. It is the Client's responsibility to check this, though the Pet Carer will endeavour to update all clients before this happens.

Invoicing & Payment

- An invoice will be sent as soon as a booking is confirmed.
- A non-refundable deposit will be taken when a booking is made.

- All bookings are to be paid in advance.

Cancellation or Early Termination

- **Dog Walking:**

- Either party may cancel a dog walking booking a minimum of 24 hours prior to the first scheduled visit without incurring penalties or damages.
- Cancellation by the client of scheduled walks with less than 24 hours' notice may be charged at the full rate or rescheduled at the discretion of the Pet Carer
- Should any dog become aggressive or dangerous, the Pet Carer may terminate this Pet Care Contract with immediate effect.
- Any wrongful or misleading information on the Client Form may constitute a breach of terms of this Pet Care Contract and be grounds for instant termination thereof.

- **Pet Sitting/Home Visits:**

- Either party may cancel a pet sitting/home visit booking a minimum of 48 hours prior to the first scheduled visit without incurring penalties or damages.
- Cancellation by the Client of scheduled pet sitting/home visits with less than 48 hours' notice may be charged at the full rate or rescheduled at the discretion of the Pet Carer.

- Failure by the Client to cancel by giving the minimum notice required or any cancellation during recognised holiday periods will result in a first strike, unless such cancellation is caused by severe weather, death in the family or a medical emergency.
- Failure by the Client to cancel by giving the minimum notice required or any cancellation during recognized holiday periods and after already receiving a first strike will result in the Pet Carer no longer willing to offer services to the Client.
- Should any pet become aggressive or dangerous, the Pet Carer may:
 - Arrange with the Client's emergency contact to assume responsibility for the pet until the Client returns;
 - Place the pet into a kennel or animal care facility at the Client's expense if the emergency contact is unable or unwilling to assume responsibility for the pet.

Liability

- The Pet Carer will perform the duties required to the best of their ability and in a responsible manner.
- The Pet Carer 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.
- The Client shall be liable for all medical expenses and damages resulting from an injury to the Pet Carer caused by the Client's pet.
- The Pet Carer 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.

- The Pet Carer will not be liable for any damage or injury caused by the client's pet(s).
- The Pet Carer will not be liable for any theft of the Client's pet(s).
- The Pet Carer cannot be held liable for any injury, illness or death of the Client's pet(s) unless they can be shown to be negligent.
- The Pet Carer cannot be held liable for any theft or damage to the Client's property unless they can be shown to be negligent.
- The Client will not blame and will pay back the Pet Carer against all costs, expenses, losses, liabilities and claims arising from said pets' behaviour unless the Pet Carer is willful or negligent

Assignment

No party may assign any of its rights or delegate or assign any of its obligations in terms of the Pet Care Contract without the prior written consent of the other party, except if inclement weather or a bona fide emergency prohibits the Pet Carer from fulfilling their duties in which event the pet's emergency contact may be called upon to care for the pet(s).

Whole Agreement

The Pet Care Contract - Terms & Conditions and Client Form constitute the sole and entire agreement between the parties regarding the subject matter hereof

and the parties waive the right to rely on any alleged expressed or implied provision not contained therein.

Please Note:

- Paragraph headings are for convenience of reference only and are not intended to have any effect in the interpretation or determining of rights or obligations under this agreement.
- There might be times when Wholesome Walks needs to update their Terms and Conditions. The most up-to-date version can be found on the Wholesome Walks website 'www.wholesomewalks.com'. It is the Client's responsibility to check this, though the Pet Carer will endeavour to update all clients before this happens. A message clearly stating the updated Terms and Conditions will be sent to the Client. A notice will also be posted on the Wholesome Walks website and their business Facebook page.

Client Signature:

Date:

Pet Carer Signature:

Date: