



### Terms and Conditions of Engagement

#### Entire agreement:

Hope's Happy Hounds is a private limited company whose registered address is at 29 Garthfield Crescent, Newcastle-Upon-Tyne, England, NE5 2LY.

This agreement contains the entire agreement between the parties and/or supersedes all previous agreements and understandings between the parties. Each party acknowledges that, in entering into this agreement, they do not rely on any representation, warranty, information or document or other term not forming part of this agreement.

These terms and conditions are the contract between you (the client) and Hope's Happy hounds ("I", "us", "we", etc). By engaging our services, you agree to be bound by them. These terms and conditions are in conjunction with the Client Registration form, Veterinary Release form and Key Release Trust form and are governed by [English / Scottish / Northern Irish] Law.

Please read this agreement carefully, your understanding and acceptance is by way of your signature or by engagement of our business.

1 Free consultation and enrolment.

#### 2. Financial - costs, invoicing & payment

- 2.1 Costs are at the current rates. Public holidays are at the quoted rates X2.
- 2.2 Rates are normally subject to review at the start of my financial year or calendar year (1<sup>st</sup> April of any given year).
- 2.3 Hope's Happy Hounds reserve the right to review rates and charges from time to time, outwith the above period.
- 2.4 Hope's Happy Hounds reserve the right to charge a session retainer fee, at our discretion.
- 2.5 Invoices are issued monthly, by email unless requested otherwise.
- 2.6 Payment method via bank transfer. Prompt payment is very much appreciated. Late payments could lead to payment in advance of service basis or temporary suspension of service.
- 2.7 Payment terms for ongoing dog walking service strictly upon receipt of invoice.  
Cancelled walks with 24 hours notice to get a refund or account credit, otherwise you will be charged.
- 2.8 Payment terms for ad hoc dog walking service / home visits are due on receipt of invoice.
- 2.9 Some services may require a Deposit payment and will need 24 hours notice of cancellation for refund .

#### 3 Hours of work, Holidays, Sickness

- 3.1 Hours of work for dog walking / pet care services are usually Monday – Friday 09:00 – 17:00 inclusive.  
Weekends & evenings can be booked at your request and all public holidays are at the quoted rates X2. All works are subject to Hope's Happy Hounds schedule.
- 3.2 Holidays will not effect your service. We have employees that cover for any holidays
- 3.3 Sickness will not effect your service . We have employees that cover for sickness

#### 4. Documentation – all certification is available for inspection

- 4.1 Full commercial insurance is held – comprising appropriate Public Liability, Care, Custody and Control and Key Cover.
- 4.2 Disclosure Barring Service (DBS) verified.
- 4.3 Professional Dog Walkers Association verified and compliant.
- 4.4 First Aid Certificate holder.
- 4.5 AFA certified.

#### 5 Health & Safety and Law

- 5.1 Hope's Happy Hounds ensures the welfare, safety and security of your pet and premises during and after our visit – this is our absolute priority always.
- 5.2 All dogs to have own collar, lead and identity tag. **Collar with name tag and microchip id is a legal requirement.**
- 5.3 All dogs are walked subject to behaviour assessment and trial period to determine suitability for group walk unless solo.





- 5.4 Dogs will be kept on leads always. Off lead walking is by request following a reasonable period from engagement; providing your dog is well behaved, has good recall and the circumstances are deemed to be safe for your dog, HHH Walker and other members of the public who may also be within the vicinity; and subject to Local Authority regulation. You are responsible for ensuring that your dog is properly trained to come back to Us on command. Should you give permission for your dog to be walked off the lead and your dog then fail to return on command, this is entirely at your risk and we cannot accept responsibility or liability for any loss or injury sustained. If you are in any doubt that your dog may not return on command, you should not give permission for your dog to be walked off the lead.
- 5.5 All dogs to be fully inoculated / vaccinated with current worm / flea treatment. Any dog deemed not to be adequately treated will not be walked. Evidence of up to date inoculations is required. Titre tests are accepted as evidence of inoculation.
- 5.6 No group walks for female dogs in season, pregnant dogs or ill dogs. One to one rates / home visit rates apply and are subject to availability.
- 5.7 Reactive dogs may be muzzled for safety of all parties.
- 5.8 Adverse weather conditions may lead to a limited service. Mutual communication is required. E.g. In very wet conditions, walks may be curtailed to ensure enough pet drying time; snow may lead to delays or cancellation of service. Hope's Happy Hounds will notify you at earliest convenient time.
- 5.9 In emergency situations permission to take your pet to a Vet is required.
- 5.10 All dog walking is carried out in compliance with PDWA Best Practice, Animal Welfare Regulations, Dangerous Dogs Act and all local authority bye laws.
- 5.11 In accordance with my environmental policy and local regulation all mess is always cleared up using degradable waste bags.

## **6 Hope's Happy Hounds commitment to you**

- 6.1 Where dog walking agreement applies, the rate is inclusive of collection / safe return to dog exercise area, exercise period as agreed, treats, clear up of mess, full insurance and daily activity report. Walks are usually within your local area or at a designated local dog walking location.
- 6.2 Dog walking can be one at a time or with a small group for maximum care, attention and safety, at the discretion of Hope's Happy Hounds, subject to availability and behaviour assessment.
- 6.3 Where home visit agreement applies, the rate is inclusive of services agreed.
- 6.4 Upon engagement Hope's Happy Hounds will communicate by text or whats app to report on progress. We also upload daily pictures of your pet visits to our HHH Facebook pages
- 6.5 We endeavour not to interrupt your busy day unless there is an emergency. If we telephone please be aware that we would need to speak to you urgently.
- 6.6 We will endeavour to accommodate short notice / emergency bookings as best as possible, subject to feasibility and schedule.
- 6.7 Your training / command words are used.
- 6.8 Hope's Happy Hounds is responsible for any NI, income tax and pension contributions incurred because of receipt of payment from you.
- 6.9 Security of key and premises is assured always, We store any keys supplied in a key lockbox.
- 6.10 Keys will not be labelled to identify you or your address it will just have your pets name on so we can identify your keys.
- 6.11 Keys will be returned at the end of the contract or on demand.
- 6.12 We will not loan, duplicate or use the keys issued to me in any unauthorized manner.
- 6.13 All Hope's Happy Hounds Staff have your full permission to gain access to carry out duties as agreed.
- 6.14 We accept responsibility for the cost of replacement keys/cards, rekeying locks and any associated damage or losses should We lose the keys or should the keys be lost, stolen or misused while in our possession.
- 6.15 Hope's Happy Hounds and employees will only access areas within your home as agreed with you to carry out our duties as agreed.
- 6.16 Cancellation of service by you will need to be given with 24 hours notice or you will still be charged.
- 6.17 We will not be liable for any failure or delay in carrying out our service where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond our reasonable control.





- 6.18 If any event described under 6.17 occurs that is likely to adversely affect our service, we will inform you as soon as is reasonably possible. Our services may be suspended at our discretion and any time limits that we are bound by will be extended accordingly. We reserve the right to charge a session retainer fee at our discretion.
- 6.19 We will inform you when the event outside of our control is over and provide details of any new dates, times or availability of services as necessary.

## 7 Your responsibilities

- 7.1 Bookings must be made in advance and agreed by Hope's Happy Hounds. Bookings cannot be confirmed until we receive a signed copy of the terms and conditions, completed client registration and vet forms from you.
- 7.2 Full and easy access to dogs is required. For expediency, you shall allow access to Hope's Happy Hounds via a mutually compatible method. Failure to provide full and easy access for Hope's Happy Hounds to carry out agreed duties will incur charge of agreed rate and the possibility of no walk / visit that day.
- 7.3 You must accurately and truthfully provide all relevant details about your dog and any specific requirements relating to your dog as required on the Client Registration form; this includes but not limited to behavioural issues, likes, dislikes.
- 7.4 You are responsible for ensuring that your dog is properly trained to come back to Us on command. Should you give permission for your dog to be walked off the lead and your dog then fail to return on command, this is entirely at your risk and we cannot accept responsibility or liability for any loss or injury sustained. If you are in any doubt that your dog may not return on command, you should not give permission for your dog to be walked off the lead.
- 7.5 You must disclose any information about your dog if he/she is subject of any control order, breaches and/or prosecution, particularly under the latest revisions of the Animal Welfare Act, the Dangerous Dogs Act, Dangerous Dogs (Amendment) Act, the Dogs Act or any other applicable laws and advise immediately should your dog become subject to any orders, breaches or prosecutions after your booking has been accepted.
- 7.6 Advise as soon as possible any adverse health issues of your dog.
- 7.7 Upon agreement to any plan, you shall confirm your requirement / booking for the following Week/month by the Friday evening of the preceding week/Month or walks can not take place. Short notice / emergency bookings will be accommodated as best as possible, subject to feasibility and schedule.
- 7.8 We hold your sessions for you and ask that if you must cancel or reschedule a session please provide us with at least 24-hour notice. We do, of course, understand that unavoidable issues come up and will do our best to work with you in case of an emergency.  
Last minute cancellations will be charged at the normal walk rate. Less than 24-hour notice will result in a charge of your agreed rate.
- 7.9 Ensure prompt payment of invoices, terms as per section 2 above.
- 7.10 Provide dog towels, special dietary treats and any oral medication if required. Oral medication administered at owners risk and only under exceptional circumstances.
- 7.11 Keep Hope's Happy Hounds up to date with emergency and full daily contact details as applicable.
- 7.12 Any special requirements to be advised soonest.
- 7.13 You agree to reimburse Hope's Happy Hounds for any additional fees for providing emergency care, as well as any expenses incurred for unexpected visits, transportation, housing, food, or supplies.
- 7.14 Any Vet fees / associated transport costs incurred because of non-negligent (accidental) injury to your pet whilst in the care of Hope's Happy Hounds are payable by you.
- 7.15 You agree to indemnify and hold harmless Hope's Happy Hounds in the event of any claim, loss, damage, cost, expense, including legal fees, demand or proceedings however incurred or brought in respect of any damage or injury caused by your dog to 3<sup>rd</sup> parties, persons or their possessions as a result of non-negligence by us.
- 7.16 We would suggest that you hold appropriate insurance to protect you in the case of any liabilities arising.
- 7.17 You agree to indemnify and hold harmless Hope's Happy Hounds and employees of any key / entry related occurrences and/or damage to property if other third parties also have access to your home.

## 8 General Data Protection Regulations

We respect the information that we hold about you and we take the security of that information very seriously. All information held about you remains strictly confidential. Our Privacy Policy provides more information on the data we hold about you, what we do with that data, who we share your data with and your rights under GDPR. The Privacy Policy is available to view on request.





- 9 Hope's Happy Hounds reserves the right to alter / reschedule plans in accordance with work schedule. Outside factors beyond reasonable control may affect service. E.g. this may include one to one walks or group walks as appropriate, rescheduling of visits, cancellation of service.
- 10 This contract can be terminated by either party with 24 hours notice.
- 11 You confirm that you have answered all questions truthfully and have not withheld any relevant information. You understand that non-disclosure of information may affect future service provision and negate Hope's Happy Hounds liability insurance.
- 12 Your agreement and acceptance to engagement of Hope's Happy Hounds dog walking / pet services and the above terms and conditions, is provided by signing this agreement or engaging us to carry out agreed service.

