

# Terms and Conditions

## General

All dogs/pets will be subject to an initial assessment by **Wicked Waggles Dog Walking Services** prior to commencement. This will be in the form of a “*meet and greet session*” lasting up to 60 minutes with **the client** and dog/s for “Dog Walking” (includes short walking assessment).

**Wicked Waggles Dog Walking Services** shall perform the services in an attentive, reliable and caring manner, using all reasonable skill and care.

**The Client** agrees to notify **Wicked Waggles Dog Walking Services** immediately if their pet has any unwelcome changes of behaviour which could lead to aggression and or injury to themselves or others. **Wicked Waggles Dog Walking Services** reserves the right to refuse any dog /pet deemed in their absolute discretion to be, or have the potential to be, dangerous or disruptive.

It shall be the sole responsibility of **the Client** to ensure that **Wicked Waggles Dog Walking Services** is fully aware of any health issues that your pet is experiencing, or has suffered in the past. **Wicked Waggles Dog Walking Services** cannot be held liable for any actions or omissions which result in problems or complications for anything not disclosed.

In the event of extreme weather which may have an adverse effect on **the Client's** pet e.g. heat or thunder storms, **Wicked Waggles Dog Walking Services** shall in their sole discretion take whatever action they consider necessary, including adjusting arrangements or not carrying out scheduled exercise until it is, in their opinion, safe to do.

No booking can be accepted without a completed Registration and Booking Form.

**The Client** agrees that **Wicked Waggles Dog Walking Services** is not responsible for any lost, stolen, or damaged pet equipment. **Wicked Waggles Dog Walking Services** will use best endeavours to make sure that items are treated respectfully and returned to **the Client** where applicable.

**The Client** agrees to take any necessary measures or precautions to ensure that their pet is continuously free of contagious, infectious, or otherwise communicable diseases. **The Client** further agrees to notify **Wicked Waggles Dog Walking Services** immediately of any infectious and/or contagious disease or conditions their dog has been exposed to or is affected by. Such diseases and conditions include, but are not limited to: Distemper, Hepatitis, Kennel Cough, Parvovirus, Corona virus, worms, Lyme disease, Fleas, Pregnancy, Infectious Skin Diseases and Intestinal Parasites and all other contagious diseases for pets in general. **Wicked Waggles Dog Walking Services** reserves the right to refuse until satisfied that the condition is resolved.

If **the Clients** pet is taken sick or injured while under the care of **Wicked Waggles Dog Walking Services** they will notify **the Client** at the earliest convenience using whatever method is available to take instructions or guidance. In the event of **Wicked Waggles Dog Walking Services** not being able to contact **the Client**, or in an emergency situation, **Wicked Waggles Dog Walking Services** shall seek out medical attention from a vet.

**The Client** is responsible for the full cost of treatment of any injuries or illness that their pet receives while under the care of **Wicked Waggles Dog Walking Services**, together with any associated costs e.g. call-out charges. **The Client** authorises **Wicked Waggles Dog Walking Services** to seek such veterinary advice and/or treatment as they deem necessary; where possible this will be carried out by **the Client's** usual/preferred vet, but this cannot be guaranteed (*e.g. in an emergency*) and **the Client** accepts that **Wicked Waggles Dog Walking Services** may at their discretion to use any registered vet. **The Client** agrees to pay all such costs immediately.

**The Client** consents, if agreement has been signed, to give permission to use photographs and or videos of their pet for **Wicked Waggles Dog Walking Services** to use on their social media and website.

## Dog Walking

**The Client** agrees to ensure their dog has not eaten in the hour before pick up by **Wicked Waggles Dog Walking Services** to ensure sufficient time to digest food before any exercise or play. Failure to do so may result in the potentially life-threatening condition Bloat (Gastric Torsion). Please take this seriously.

**The Client** agrees that, in by signing the booking form, **Wicked Waggles Dog Walking Services** has relied on **the Client's** representation that their dog is in good health and has not harmed or shown aggression or threatening behaviour towards any person, livestock and pets.

**Wicked Waggles Dog Walking Services** offer services including but not limited to solo walks, pet visits, pet taxi and group walks. This is where dogs co-mingle in groups and **the Client** accepts that during the course of normal dog play their dog may sustain injuries. All dog play is carefully monitored to avoid injury, but scratches, punctures, torn ligaments, or other injuries may occur despite the best supervision.

**Wicked Waggles Dog Walking Services** will only let dogs off the lead once an '*off the lead consent*' has been signed, and will remain at the discretion of **Wicked Waggles Dog Walking Services** once they feel it is safe and appropriate to do so.

**The Client** is solely responsible for any and all harm or damage caused by their dog while it is under the care of **Wicked Waggles Dog Walking Services**, or is using any other services provided by **Wicked Waggles Dog Walking Services**, and agrees to indemnify **Wicked Waggles Dog Walking Services** in full against any liability arising from such harm or damage to third parties.

**Wicked Waggles Dog Walking Services** shall follow instruction given on the Registration Form but cannot be held liable for any complications which may arise. All dogs being exercised must be fully vaccinated and on a regular flea and worm control regime. 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.

**The Client** accepts that even though there has been treatment against Kennel Cough there is a chance that their dog can still contract Kennel Cough. **The Client** agrees that they will not hold **Wicked Waggles Dog Walking Services** responsible if their dog contracts Kennel Cough while with **Wicked Waggles Dog Walking Services**

Pregnant, or dogs in season may not attend **Wicked Waggles Dog Walking Services** "group walks" and will be kept on the lead on "solo walks".

## Pet Visiting

**Wicked Waggles Dog Walking Services** will dispose of the Client's pet(s) waste; however, **the Client** shall ensure there is an appropriate supply of bags for that purpose. **The Client** shall provide sufficient provisions for their pet(s) for the duration of the service.

**Wicked Waggles Dog Walking Services** shall clean up after **the Client's** pets to the best of their ability. **The Client** shall make available cleaning materials in the event of any pet 'mistakes' within their property.

**The Client** shall show **Wicked Waggles Dog Walking Services** the location of appropriate cleaning materials, example: plastic bags, disposable gloves, towels, disinfectant, paper towels and bin bags. **Wicked Waggles Dog Walking Services** cannot be held liable or responsible for any stains, marks or damages caused by your or attempts to clean it.

## Pet Taxi

**Wicked Waggles Dog Walking Services** are fully insured as a Pet Taxi service. This is a taxi service for the clients pet only. **Wicked Waggles Dog Walking Services** will ensure that your pet is transported softly using relevant harness / cage/ cat box etc. **Wicked Waggles Dog Walking Services** are not licensed to carry or human passengers.

# Property

Any damage to the property or possessions of **the Client** in their absence, caused by **the Client's** pet shall be reported to **the Client** at the earliest opportunity.

Where it is necessary for **Wicked Waggles Dog Walking Services** to hold keys to a property, **the Client** shall provide one of each key needed. Keys will be coded and kept secure. Keys will be returned upon completion of this agreement providing all fees due have been paid.

**The Client** agrees that, by signing the key holder agreement this will safeguard **Wicked Waggles Dog Walking Services** in full against any liability arising from loss or damage to the property or its contents, in present and future circumstances.

# Third Parties

**The Client** shall advise **Wicked Waggles Dog Walking Services** of anyone who will have access to their property during any periods of **the Client's** absence, e.g., cleaning services, maintenance personnel, friends, family and neighbours. **Wicked Waggles Dog Walking Services** 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.

**Wicked Waggles Dog Walking Services** 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. **The Client** will be advised in advance by **Wicked Waggles Dog Walking Services** if a companion attends, all companions will

be subjected to whatever checks **Wicked Waggles Dog Walking Services** considers necessary or appropriate. The companion will not have access to the keys or property of **The Client**.

## Contact Information

It shall be **the Client's** sole responsibility to ensure the information provided is current and up to date, **the Client** agrees to accept any decision made by **Wicked Waggles Dog Walking Services** in the event of not being able to contact **the Client** as a result of wrong information held.

## Insurance

**Wicked Waggles Dog Walking Services** are fully insured including Public Liability Insurance relative to the services performed for **the Client**. 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.

**The Client** is advised to check to see if their insurance provider need informing that someone will have access to **the Client's** property whilst they are away from the property.

# Privacy Policy

All of your information will be kept private and confidential and filed accordingly. Please see our privacy policy on our website regarding online privacy, a copy can be given at request.

# Payment

**The Client** agrees to pay **Wicked Waggles Dog Walking Services** by cash or by bank transfer. Bank details are on the booking form.

All charges are payable immediately upon booking. However, ongoing bookings are payable in advance weekly. **Wicked Waggles Dog Walking Services** will issue invoices / statements for **the Client** upon request

**Wicked Waggles Dog Walking Services** will charge **the Client** for the Services as quoted in the Booking Form (the "Fees") and agrees to pay promptly when they fall due. **The Client** agrees to reimburse **Wicked Waggles Dog Walking Services** 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.

**The Client** shall pay the **Wicked Waggles Dog Walking Services** for all fees, expenses and charges incurred up to the date of termination of this Agreement.

# Force Majeure

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. 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.

# Termination

This Agreement can be terminated by either Party serving not less than [28] days written notice on the other Party; **Wicked Waggles Dog Walking Services**, by written notice to **the Client** with immediate effect, in the event that any fees or charges owed by **the Client** to the **Wicked Waggles Dog Walking Services** remain outstanding for 28 days.

Any notice required to be served under this Agreement shall be in writing and shall be served by hand, post or electronic mail.

Notices shall be deemed served: upon delivery, when delivered by hand, upon accepting delivery by signed receipt post/courier, when delivered by using a ‘signed for upon delivery’ postal service or courier immediately following transmission, if by electronic mail provided the sender does a read receipt and delivery confirmation.

# Governing Law and Jurisdiction

Each of the parties to this Agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action

or proceedings, and/or to settle any disputes, which may arise out of or in connection with this Agreement or its formation or validity and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.

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

## Variation

No variation of these Terms and Conditions will have effect unless confirmed by **Wicked Waggles Dog Walking Services** in writing. We may revise this disclaimer from time-to-time. Please check this page regularly to ensure you are familiar with the current version.

## Website

[www.wickedwaggles.com](http://www.wickedwaggles.com)

**Limitations of liability:** The information on this website is provided free-of-charge, and you acknowledge that it would be unreasonable to hold us liable in respect of this website and the information on this website. Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we not commit to ensuring that the website remains available or that the material on this website is kept up-to-date. To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill). Our liability is limited and excluded to the maximum extent permitted under applicable law. We will not be liable for any direct, indirect or consequential loss or damage arising under this disclaimer or in connection with our website, whether arising in tort, contract, or otherwise – including, without limitation, any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings. However, nothing in this disclaimer shall exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

**Entire agreement:** This disclaimer constitutes the entire agreement between **the Client** and **Wicked Waggles Dog Walking Services** in relation to your use of our website, and supersedes all previous agreements in respect of your use of this website.

***By signing the Registration Form your are agreeing to Wicked Waggles Dog Walking Services Terms and Conditions.***