

THE MESSY PAWS CLUB TERMS & CONDITIONS

as of September 2023

1. DEFINITIONS AND ASSUMPTIONS

“Client”: Dog(s) Owner

“Service Provider”: THE MESSY PAWS CLUB

1.1 The Messy Paws Club is a trading name of **Messy Paws Club Ltd**. Registered in England and Wales with a **Company Registration No: 14578363**

1.2 Messy Paws Terms and Conditions are part of a Client Contract which includes: Registration Form, Veterinary Consent and Off Lead Consent.

1.3 The Client will be considered to have accepted The Messy Paws Club’ Terms and Conditions (as laid out here) upon signature of the registration form.

1.4 The Messy Paws Club will not confirm any booking until a consultation has been carried out with the Client and the Contract has been signed by the Client.

1.5 The Messy Paws Club reserves the right to alter this terms and conditions at any time by giving 30 days’ notice to the Client.

2. RELATIONSHIP

It is expressly understood that the Client retains the services of The Messy Paws Club as an independent contractor and not as an employee.

3. SERVICES AND FEES

3.1 The Client agrees to the rates already received which have also been listed below for clarity.

- Half day care: £25 per dog.
- Day care: £45 per dog.
- Dog sitting: £30 for the first 3h. £15 per hour thereafter (per dog).

3.2 The Messy Paws Club accepts cash payments, bank transfers, standing orders and Direct Debit. The Client will specify with The Messy Paws Club the payment method and periodicity in the registration form.

3.3 Full payment is to be made within 7 days of receipt of invoice or payment reminder. If payment is not made within this time, £40 will be added as “late payment penalty” for each 7 days that the payment is overdue.

3.4 The Client shall pay The Messy Paws Club for all fees, expenses, charges and costs incurred up to the date of termination or expiry of this Agreement.

3.5 The Messy Paws Club reserves the right to take enforcement action against the Client for overdue sums, in addition to any late payment penalties. The Client shall pay the additional administrative, debt collection costs and legal fees incurred by The Messy Paws Club in recovering such sums due, or such other sums as ordered by a court of competent jurisdiction.

4. ADMINISTRATION

Bookings or cancellations are to be made directly to Alberto, through the website, mobile number (**07909021800**) or email **info@messy-paws.com**. Bookings or cancellations made through

other channels will not be taken into account.

The Messy Paws Club will not answer calls or messages between the hours of 9 pm - 7am. Any communication received during those hours, will be answered the following day.

The Messy Paws Club is closed on public holidays. Other closure dates will be notified with at least 30 days’ notice.

4. BOOKINGS

The Messy Paws Club only accepts regular customers. “One off” bookings might be available to regular clients (subject to availability).

Once a regular service has been confirmed, it will be provided until a cancellation is notified.

5. CANCELLATIONS

5.1 Under the Consumer Contracts Regulations 2013, the Client has a 14 days period to change its mind and cancel the Services. However, the Client will lose this right where the Client requires the Services to start before the end of the 14 days period.

5.2 The Messy Paws Club requires a minimum of one week’s notice for cancellations after the initial 14 days period. If the required cancellation notice is not given, charges will be applied in full for the cancelled period.

5.3 When long cancellations (eg. bitches on season, holidays, etc), The Messy Paws Club will charge 50% fees as “holding slot” from the second week of absence in order to hold your regular arrangement. Failure to pay this, the slot will be assigned to a new customer.

5.4 The Messy Paws Club reserves the right to re-assign the client slot when the later cancels 40% of their services in the previous 3 months.

5.5 In the event that The Messy Paws Club need to cancel a scheduled appointment, The Messy Paws Club will make all efforts to notify it promptly. Any services already paid, will be fully refunded.

5.6 Services can be terminated by The Messy Paws Club, by written notice to the Client with immediate effect, in the event that:

- A. any Fees or charges owed by the Client to The Messy Paws Club remain outstanding for 28 days;
- B. the Client breaches any of the material terms of this Agreement; or
- C. if The Messy Paws Club (at its sole discretion) considers the Client’s dog to be at risk, dangerous or aggressive.

5.7 The Messy Paws Club reserves the right to refuse or discontinue services for any dog at any time, without notice.

6. THE MESSY PAWS CLUB LIABILITY SCOPE

6.1 The Messy Paws Club agrees to perform the agreed services in an attentive, reliable and caring manner.

6.2 The Messy Paws Club agrees to take every precaution to ensure the dog is cared for to the highest standard and their safety and wellbeing is of utmost importance; The Messy Paws Club agree to remain extremely vigilant on walks, will not use headphones or mobile phones for personal use and will carry

safety alarms.

6.3 The Messy Paws Club will continuously apply professional and personal judgment:

- A. and cut short a walk or cancel it if necessary, due to extreme weather conditions (ie, heat, thunder storms) for the safety of both the dogs and the walker
- B. advise the Client if they are concerned about the fit of suitability of a dog's collar, lead or harness
- C. notify the Client of any concerns about their dog's behaviour
- D. notify the Client of any concerns about their dog's health
- E. notify the Client of any occurrence pertaining to the dog which may be relevant to the care and well-being of the dog

6.4 The Messy Paws Club will endeavour to uphold training programmes at the request of the Client.

6.5 The Messy Paws Club will provide regular updates and detailed, constructive feedback on their time with the Client's dog.

7. INSURANCE

7.1 The Messy Paws Club and its walkers are fully insured by Pet Plan Sanctuary. Including key holding cover.

7.2 The Messy Paws Club recommend that the Client's dog be insured against sickness, accident or injury and for third party liability prior to walking.

7.3 Although The Messy Paws Club holds Public Liability insurance, wherever possible pets should be insured by the Client. The Messy Paws Club reserves the right to refuse a booking for any dog which is not insured.

7.4 The Messy Paws Club will **NEVER** let a dog off the lead on the first walk. Thereafter, dogs will only be let off the lead once an "Off Lead Consent" has been signed by the Client.

7.5 The Client agrees and acknowledges that during normal dog play, dogs may sustain injuries, and whilst dog play is monitored by experienced staff, scratches, punctures, torn ligaments and other injuries may occur despite such supervision.

The Messy Paws Club will care for your animal as our own, and whilst we will make every effort to ensure your dog is well looked after in your absence, The Messy Paws Club cannot be held liable for any loss, injury or death to a dog either inside or outside of the home whilst in our care unless proven:

- A. negligence or the negligence of its employees, agents or subcontractors;
- B. fraud or fraudulent misrepresentation;
- C. breach of the Client's legal rights in relation to the Services being supplied with reasonable skill and care or other legal rights.

8. DOG BEHAVIOUR

8.1 The Client agrees to alert The Messy Paws Club to any behavioural issues, no matter how minor, when completing the Registration Form. These issues will be discussed in detail with the Client during the consultation process. The Client agrees to update

The Messy Paws Club promptly with any changes in their dog's behaviour which arise after the consultation period.

8.2 The Client is solely responsible for any and all harm or damage caused by their dog while it is under the care of The Messy Paws Club and agrees to indemnify The Messy Paws Club in full against any liability arising from such harm or damage to third parties.

9. HEALTH CARE

9.1 The Client agrees to alert The Messy Paws Club to any health or medical issues when completing the Registration Form. These issues will be discussed in detail with the Client during the consultation process. The Client agrees to promptly update The Messy Paws Club of any changes to their dog's health which arise after the consultation period.

9.2 The Client agrees that their dog will:

- A. be microchipped and the microchip number be supplied to The Messy Paws Club
- B. wear a collar and tag with the telephone number of the owner engraved upon it
- C. be fully vaccinated and on a regular flea and worm control regime

9.3 The Client agrees and acknowledges that the The Messy Paws Club cannot take bitches on heat. The Client must inform The Messy Paws Club if it is likely that the dog will be on heat when the Services are to be provided. The Messy Paws Club reserve the rights to refuse taking or return the dog if evidence of a bitch on heat is clear.

9.4 The Client agrees to take all necessary measures or precautions to ensure that their dog is continuously free of contagious, infectious, or otherwise communicable diseases. The Client agrees to alert The Messy Paws Club immediately if their dog has contracted any such illnesses. The Messy Paws Club reserves the right to withhold services until satisfied that the condition is resolved and the dog is in good health.

9.5 The Client accepts that even though their dog is vaccinated against Bordetella (Kennel Cough) there is a chance that their dog can still contract Kennel Cough. The Client agrees that they will not hold The Messy Paws Club responsible if their dog contracts Kennel Cough whilst in their care.

9.6 The Client agrees that if their dog(s) contract a contagious, infectious, or otherwise communicable disease whilst in the care of The Messy Paws Club, they will not hold The Messy Paws Club responsible.

9.7 The Client agrees and acknowledges that grass seeds are a common cause of injury or ailment to dogs, and due to the miniscule nature of the grass seeds, it is a threat of injury or ailment that is very difficult to protect against. The Client agrees and acknowledges that The Messy Paws Club will not be liable in any event for any injury, discomfort, infection, or ailment in any form that the dog may suffer as a result of or in connection with grass seeds including, but not limited to, any and all costs and/or vet bills as a result of such injury discomfort, infection or ailment the dog may suffer.

10. EMERGENCIES & VETERINARY CARE

10.1 The Messy Paws Club requires that every Client completes the Veterinary Consent in our registration form which authorises the staff of The Messy Paws Club to seek 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 the staff of The Messy Paws Club may at their discretion use any registered Veterinary Surgeon.

10.2 In the unlikely event of an emergency where veterinary care is required, The Messy Paws Club will make every effort to contact the Client in the first instance. However, the Client must provide The Messy Paws Club with the name and contact number of someone capable of making a decision relating to the dog(s) care in exceptional circumstances. If the contact is not available, The Messy Paws Club reserves the right to consult with a Veterinary Surgeon and then make a decision which is in the best interests of the dog.

10.3 The Messy Paws Club reserves the right to contact a Veterinary Surgeon before the Client, in the event that the situation requires immediate attention and action.

10.4 The Messy Paws Club reserves the right to contact a Veterinary Surgeon before administering any medicine provided by the Client. The Messy Paws Club will then decide if administer it and let the Client know.

10.5 The Client agrees that The Messy Paws Club is authorised to:

- A. Transport the dog(s) to the veterinarian
- B. Request on-site treatment from a veterinarian
- C. Transport the dog to an emergency clinic if the previous two options are not feasible

10.6 The Client is responsible for the full cost of treatment of any injuries or illness that their dog receives while under the care of The Messy Paws Club, together with any associated costs e.g. call-out charges. The Client agrees to pay all such costs immediately, or by agreement with the proprietor.

11. ACCESSORIES

11.1 All dogs must be provided with an appropriate collar and/or harness. The Messy Paws Club is not liable for any injury or any damage caused or incurred by the Client's dog escaping due to an ill-fitting or faulty collar or lead.

11.2 The Client agrees that The Messy Paws Club is not responsible for any lost, stolen, or damaged collars, tags, clothing or any other item left with their dog.

11.3 The Client agrees that the use of GPS monitoring and tracking devices are completely forbidden to safeguard the privacy of the other customers.

11.4 The Client agrees to provide all items necessary for pets to be adequately cared for in the Client's absence. (i.e., food, medication, tags, collars etc). Should any dogs require any additional supplies whilst in the care of The Messy Paws Club, these will be purchased and the added to the Client's invoice. Every effort will be made to request permission from the Client beforehand.

12. PROPERTY

12.1 The Messy Paws Club will always check with the Client how to access and leave their property on the registration assessment. Unless otherwise advised by the Client, The Messy Paws Club will leave the locks in the same state as on entry to the property.

12.2 The Client will advise The Messy Paws Club if they use any CCTV or cameras in or around their property.

12.3 The Client agrees to provide keys/arrange access for their dog to be collected for the agreed appointment; failure to do so will result in a cancellation (as per cancellation clause) charge for that day's service.

12.4 The Messy Paws Club warrant to keep safe and confidential all keys, remote control entry devices, access codes and personal information of the Client and to return same to the Client at the end of the contract period or immediately upon demand.

12.5 The Client understands that whilst The Messy Paws Club encourage customers to leave a towel for the clean of the dog at drop off times, this is a courtesy service and will only be carried out when the customer is not present and a towel is left at our disposal.

12.5.1 The Client also understands that if the dog rolls in excrement on a walk, the client will be notified and the dog will be returned in the best conditions possible. The Messy Paws Club won't be held responsible for grooming fees or damages to the Client home derived by such events.

13. COVID-19

13.1 The Messy Paws Club will notify the Client if any member of the staff who has been in contact with the Client or its dog receives a positive result for Covid-19

13.2 The client agrees to let The Messy Paws Club know about any contagion by covid-19 as soon as there is a positive result in the household.

13.3 The Messy Paws Club will not provide services to positive covid-19 households.

13.4 The Client agrees to inform The Messy Paws Club of the re-starting date only after a second consecutive antigen test result is negative.

13.5 Cancellations fees as specified in clauses 5.2 and 5.3 due to covid-19 will still apply.

13.6 Cancellations due to covid-19 will not count towards the count referred in the clause 5.4.

13. SEVERANCE

Each of the Clauses and sub-clauses of this Agreement operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining Clauses and sub-clauses will remain in full force and effect.

14. DELAY

Even if The Messy Paws Club delays in enforcing this Agreement, it can still enforce it later. If The Messy Paws Club does not insist immediately that the Client do anything it is requires to do under this Agreement, or if The Messy Paws Club delays in taking steps against the Client in respect of it breaking this Agreement, that will not mean that the Client does not have to do those things or prevent The Messy Paws Club taking steps against the Client at a later date. For example, if the Client misses a payment and The Messy Paws Club does not chase the Client but continues to provide the Services, The Messy Paws Club can still require the Client to make the payment at a later date.

15. GOVERNING LAW AND JURISDICTION

This Agreement is governed by English law and a Party can bring legal proceedings in respect of the Services in the English courts. If

the Client lives in Scotland, it can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If the Client lives in Northern Ireland, it can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.