

# JK Pet Services Terms and Conditions Dog Walking (including Puppy Walks)

# Dog Walking and Puppy Walks (and home visits if a walk is not possible)

- 1) All Clients (regular or ah-hoc) will be deemed to have accepted JK Pet Services Terms and Conditions: Dog Walking (including Puppy Walks (as laid out here)) and any subsequent updates, hereafter, on signature of the Dog Walking Agreement. It is understood that The Client retains the services of JK Pet Services as an independent contractor and not as an employee. JK Pet Services shall be responsible for their own insurance and all statutory declarations and payments with regard to income tax and VAT where applicable.
- 2) JK Pet Services will not confirm any booking until a consultation has been carried out with The Client and the Dog Walking Agreement, with full details of client's requirements, has been signed by The Client. The consultation is a free of charge 'Meet and Greet' in the comfort of your own home at a mutually convenient time. JK Pet Services agree to perform the agreed services in an attentive, caring and reliable manner and The Client agrees to provide all necessary information to assist in this performance. JK Pet Services undertakes to notify The Client of any occurrence pertaining to the dog(s) which may be relevant to the care and well-being of the dog(s).
- 3) JK Pet Services shall not be obliged to perform any other duties, except those specified and agreed to on the Dog Walking Agreement form.
- 4) The Client will ensure that their dog(s) is wearing an identification tag, with correct and up to date client contact details in accordance with **The Control of Dogs Act 1992**. The Client will ensure their dog(s) has also been microchipped and that the microchip has correct and up to date details in accordance with **The Microchipping of Dogs (England) Regulations 2015**. Should the dog(s) not have an identification tag or a microchip, JK Pet Services reserves the right to refuse providing a service to The Client.
- 5) The Client confirms that, in requesting and agreeing to use the services of JK Pet Services, that JK Pet Services has relied on The Clients' representation that their dog(s) is in good health and has not harmed or shown aggression or threatening behaviour toward any person or any other dog(s) or animals. All dogs will be subject to an initial assessment by JK Pet Services prior to using JK Pet Services and as such, services and dogs will be monitored over the first few walks. JK Pet Services reserves the right to refuse services to any dog(s) deemed to be or have the potential to be dangerous or disruptive. The Client agrees to notify JK Pet Services immediately of any unwelcome, aggressive, procreative or dangerous behaviour of their dog(s) that has potential to cause harm to any other dogs, animals or individual.
- 6) JK Pet Services reserves the right to refuse to provide services if The Client fails to provide adequate proof of vaccinations of their dog(s) including Bordetella (Kennel Cough), or the vaccinations are found to be expired or otherwise incomplete. The Client accepts that even though their dog(s) is vaccinated against Bordetella (Kennel Cough) there is a chance that their dog(s) can still contract Kennel Cough. The Client agrees that they will not hold JK Pet



Services responsible if their dog(s) contract Kennel Cough. The Client agrees to take any necessary measures and precautions to ensure that their dog(s) is continuously free of contagious infections or communicable diseases. The Client agrees to notify JK Pet Services immediately of any infectious and/or contagious disease or conditions their dog(s) has been exposed to or is affected by. Such diseases and conditions include, but are not limited to: Distemper, Hepatitis, Kennel Cough, Parvovirus, Coronavirus, Worms, Lyme Disease, Fleas, Pregnancy, Infectious skin or eye diseases or conditions and internal parasites. JK Pet Services reserves the right to refuse services until satisfied that the condition is resolved.

- 7) JK Pet Services reserves the right to refuse to provide services if The Client fails to inform JK Services if their dog(s) has fleas or worms. The Client agrees to take any necessary measures and precautions to ensure that their dog(s) is continuously free of fleas and worms. The Client agrees to notify JK Pet Services immediately if their dog(s) is found to have fleas or worms; JK Pet Services reserves the right to refuse services until satisfied that the condition is resolved.
- 8) The Client will provide suitable collars, leads and/or harnesses for their dog(s) as approved by JK Pet Services as well as coats if required (for wet and cold weather). Dogs shall be cleaned and towel dried before returning home. Poo bags and treats are supplied courtesy of JK Pet Services. In cases where dogs have particular dietary requirements (The Client must make JK Pet Services aware of any allergies or other health issues, which may impact on the dog's health or well-being), treats should be provided by The Client.
- 9) JK Pet Services offer services where compatible dogs co-mingle and reserves the right to walk dogs in small groups up to a maximum of three dogs at any one time. The Client accepts that during the course of normal dog play their dog(s) may sustain injuries. All dog's play is carefully monitored to avoid injury, but scratches, punctures, torn ligaments, or other injuries can occur, albeit rare, despite the best supervision. Where any injury occurs to your dog(s), you, The Client, will be notified immediately and JK Pet Services will provide appropriate first aid to your dog; if needed because further treatment is required, JK Pet Services will transport your dog(s) to your Veterinary practice. You, The Client, are responsible for all costs of Veterinary treatment required (see below for further information). In the unlikely event that any injury occurs to your dog(s) or another dog in the group, the dogs in the group will be separated for all future walks.
- 10) Your dog(s) will be walked to/in/around a local green space to your home. JK Pet Services will walk from your home to the local green space and back or, on occasion, may transport your dog(s) to and from the local green space in JK Pet Services' vehicle which has adequate insurance. If dogs are transported in JK Pet Services' vehicle, small dogs will travel in a crate and larger dogs will travel secured in the boot with a boot guard. JK Pet Services will ensure that dogs are walked in different local green spaces each walk (where applicable) to provide adequate mental and physical stimulation.
- 11) JK Pet Services will only let your dog(s) off their lead if the 'Off Lead' consent box has been completed and signed and this will remain at the discretion for JK Pet Services. If no 'off lead' consent has been provided, your dog will be walked on a lead/long line at all times.
- 12) Dog walks are either 30, 45 or 60 minutes in duration to be agreed upon by JK Pet Services and The Client. Puppy walks will start at 15 to 20 minutes (depending on the age of the puppy). When appropriate, puppy walks can be increased in duration to the standard 30, 45 or 60 minutes as required. The time of the walk starts on arrival and finishes on drop off; the



walk time includes putting leads/harnesses on at the start of the walk and cleaning/drying off/taking off leads and harnesses at the end of the walk. At the end of the walk at drop off, JK Pet Services will ensure fresh water is in the dogs' bowl and a small treat given if permitted by The Client.

- 13) JK Pet Services will not walk bitches who are in season or pregnant but will provide a home visit in place of a walk during this time if required by The Client. The usual walk charge will apply.
- 14) The Client agrees to ensure their dog(s) has not eaten in the hour before picking up by JK Pet 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 or GDV).
- 15) JK Pet Services will apply personal judgement and cut short a walk, if necessary, because of short notice (i.e. on the day) extreme weather conditions (i.e. heat, very heavy rain, thunderstorms or snow) for the safety of both the dog(s) and JK Pet Services personnel. The remaining time of the 'walk' will be spent at home with the dog(s) if The Client is not at home at the property. The usual walk charge will apply. If the client is at home, JK Pet Services will drop the dog(s) off as usual and will leave. The walk cost will be duly adjusted depending on the walk time; the minimum charge will be for a 30-minute walk JK Pet Services will notify The Client of the adjusted charge at the drop off.

# Liability

- 16) JK Pet Services holds Public Liability insurance relative to the services performed for The Client. The Client is responsible for checking with their own pet insurer that their dog(s) is covered under their policy while being walked by JK Pet Services. Wherever possible your dog(s) should be insured by you, The Client. JK Pet Services reserves the right to refuse a booking for any dog(s) which is not insured.
- 17) JK Pet Services accepts no responsibility for any breach of security or loss of or damage to The Client's property, should any other person have access to the property during the term of the Dog Walking Agreement.
- 18) JK Pet Services shall not be liable for any mishap of whatsoever nature, which may befall a pet or be caused by a pet who has unsupervised access within your home, or to the outdoors; this includes any loss, injury or death to a pet either inside or outside of the home whilst in JK Pet Services care.



# **Emergencies**

- 19) The Client must provide JK Pet Services with the name and contact number of someone capable of making a decision relating to their dog(s) in an emergency. If the contact is not available JK Pet Services reserves the right to consult with a Veterinary Surgeon and then make a decision which is in the best interests of the dog(s). The Client is responsible for any veterinary bills, no matter how they are incurred, whilst the dog(s) is in the care of JK Pet Services.
- 20) In the event of an emergency, JK Pet Services shall contact The Client at the numbers provided, to confirm The Client's, or if The Client cannot be reached, the Guardian's choice of action. In the event that neither can be contacted, JK Pet Services is authorised to:
  - (i) Transport the pets(s) to the nominated Veterinarian.
  - (ii) Request on-site treatment from a Veterinarian.
  - (iii) Transport the pet(s) to an emergency clinic if the previous two options are not feasible.
- 21) The Client is responsible for the full cost of any consultation charges and/or treatment of any injuries or illness that their dog(s) receives while under the care of JK Pet Services, together with any other associated costs incurred by the Veterinary practice and JK Pet Services e.g. transportation/call out charges. The Client agrees to pay all veterinary costs immediately on collection of their dog(s) at the Veterinary practice, or by agreement with the proprietor. For the costs incurred by JK Pet Services, eg. time and transportation costs (these will be briefly discussed with The Client or their emergency contact at the time of the emergency phone call), these will be added to The Clients invoice to be paid at the end of the month.

#### **Medication Administration**

- 22) Should The Client's dog(s) require medication when JK Pet Services walks or visits your dog(s), JK Pet Services is happy to give the medication as per The Client's advice and guidance. Any medication instructions given will be followed and all medication given to your dog(s) will be recorded on the Pet Medication Record. At the end of each working week or at the end of the visit period, a copy of the Pet Medication Record will be emailed to The Client for your records.
- 23) JK Pet Services accepts no liability for any issues that may arise following administration of medication given to your dog(s). Should your dog(s) react to any medication given while in the care of JK Pet Services (i.e. before/after the walks or during a home visit period), you, The Client and your veterinary practice will be notified, and your dog(s) will be taken to your veterinary practice where the veterinary team will care for your dog(s). Any treatment needed and the cost of treatment is The Client's responsibility as the pet owner (see the Emergencies section above for more details).



#### **Pet Bereavement Policy**

- 24) In the unfortunate circumstance that your dog(s) passes away, please notify JK Pet Services as soon as possible so JK Pet Services can support you if necessary. Following the death of your dog(s), to settle your account, walks and/or home visits carried out up to the date your dog(s) passed away will be chargeable at the standard rate. Any scheduled walks and/or home visits after the date your dog(s) passed away will incur no charge.
- 25) Should your dog(s) unfortunately pass away while in the care of JK Pet Services, you, The Client and your veterinary practice will be notified, and your dog(s) will be taken to your veterinary practice where the veterinary team will make the necessary arrangements following your dog's passing. All veterinary costs are The Clients responsibility as the pet owner. If you have any specific requests regarding this sensitive subject, please contact JK Pet Services so your wishes can be recorded and carried out.

# Payment for Services provided by JK Services including Late Payment Policy

- 26) Full payment for services provided (agreed either at the time of booking or thereafter) is to be made by/on the last working day of the month; invoices for the month (calendar month) will be emailed towards the latter end of each calendar month and payment should be made via bank transfer only on receipt of the invoice or by/on the last working day of the month.
- 27) Should payments be delayed, 2.5% of the total bill will be added for each day that payment is overdue. JK Pet Services reserves the right to terminate the Dog Walking Agreement immediately if payment is not forthcoming and will take action to recover payment owed.
- 28) For any late payments, as a gesture of goodwill, if on the first occasion the invoice is paid in full the next day (including weekends and bank holidays), no late fee will be charged however, if the invoice has not been paid the next day, late fees will be added each day until the invoice and late fees have been paid in full.
  - (i) If the full invoice payment including late fees has been made within 3 days (including weekends and bank holidays), for all future bookings, the full payment will be required in advance of the walk or home visit at the time of booking; an invoice in advance of scheduled walks and/or home visits will be provided to The Client. An invoice will be sent to The Client in advance of the beginning of each calendar month (at the end of the previous month) to be paid on receipt for the month's walks and/or home visits ahead. If for any reason a walk and/or home visit is then cancelled by The Client, the full payment will be retained. If a walk and/or home visit has to be cancelled by JK Pet Services, the payment for that walk and/or home visit will be refunded to The Client.
  - (ii) If after 3 days there is no invoice and no late fees payment, any booked/scheduled future walks and/or home visits will not be carried out and payment will continue to be chased.
  - (iii) If there is still no payment (including late fees) for the first invoice after 7 days, the Dog Walking Agreement will be terminated by JK Pet Services termination conditions will then apply (see below). Full payment for all services carried out and



- booked (within the 4 week notice period) will be required once the termination agreement notice period has ended.
- (iv) If an invoice payment by The Client is late on a second occasion the Dog Walking Agreement will be terminated by JK Pet Services termination conditions will then apply. Full payment for all services carried out and booked (within the 4 week notice period) be required once the termination agreement notice period has ended.
- 29) Additional fees charged to The Client may include the purchase of necessary items for the care of the dog(s) including but not limited to unexpected visits and emergency expenses for health care or veterinary treatment. JK Pet Services shall retain and submit receipts as proof of additional expenses. Once the receipts have been provided to The Client, The Client agrees to make payment to JK Pet Services immediately.
- 30) JK Pet Services will conduct a yearly price review (in April) for services provided and reserves the right to increase prices each year in line with inflation. Should there be an increase in the price for services provided, JK Pet Services will notify The Client one calendar month in advance of when the new price will take effect. The Client will be deemed to have accepted any price increase by continuing to use the services provided by JK Pet Services. Should The Client not wish to continue to engage with the services provided by JK Pet Services following any price increase, The Client is able to terminate the Dog Walking Visit Agreement as per the usual Cancellation and Termination policy stated below.

Please be aware that weekends, bank holidays and requests for out of hours services are subject to availability and subject to a higher price rate. Please refer to the Price List, visit <a href="https://www.jkpetservices.co.uk">www.jkpetservices.co.uk</a> or contact me directly for guidance on this.

#### **Retainer Fees**

- 31) For all term time only and regular year-round clients, a retainer fee of 50% of your usual daily charge rate will apply should you need to suspend your agreed regular spaces for an interim period (with a view to returning to these slots), in the event that your circumstances temporarily change.
- 32) All term-time only and regular year-round clients will be subject to a 50% retainer fee, for their regular days when walks are temporarily cancelled at The Client's request (i.e. during non-term time, school holidays, Client holidays). This fee is applied to ensure that your spaces will be guaranteed when returning to regular walk days and are not reallocated to another client/dog.
- 33) For all term-time only clients, during one calendar year, a two week waiver period shall be applied whereby no retainer fees are payable by The Client. This waiver shall be applied during the first two full working weeks of August.
- 34) It is the responsibility of clients, who use JK Pet Services during term-time only, to ensure that JK Pet Services are aware of term dates, according to whichever local authority applies to you, The Client. This will ensure accurate scheduling and invoicing.



# Termination of the Dog Walking Agreement and Cancellation Policy for Dog Walks and/or Home Visits

- 35) Either party may terminate the Dog Walking Agreement a minimum of 24 hours prior to the first scheduled walk or home visit without incurring penalties.
- 36) If The Client wishes to terminate the Dog Walking Agreement and their regular or ad-hoc bookings after the first walk and/or home visits has been carried out, a minimum of 4 weeks notice is required. For any scheduled walks and/or home visits within the 4 week notice period you, The Client, will be charged the full standard charge for all scheduled walks and/or home visits that JK Pet Services will carry within the 4 week notice period. If The Client wishes walks and/or home visits to stop immediately the full standard charges for all scheduled walks and/or home visits in the 4 week notice period will apply regardless. For any walks and/or home visits scheduled outside of the 4 week notice period, no charges will be incurred.
- 37) One-off single cancellations by The Client must be made at least **72 hours in advance**; failure to do so will incur a charge, this charge is dependent on the time before the scheduled walk takes place. If you cancel your dogs scheduled walk, the following charges will apply:

72 hours prior - 50% of the usual charge still applies 48 hours prior – 75% of the usual charge still applies 24 hours prior – 100% of the usual charge still applies

If The Client cancels 3 or more walks or visits in a row or cancels 3 or more walks or visits in a two week period, JK Pet Services reserves the right to terminate the Dog Walking Agreement.

Please note for cancellations/bookings etc, office hours are 09:30 to 17:00 Monday to Friday.

Messages left outside of these times may not be responded to until the next working day however,

JK Pet Services will endeavour to respond to all messages as soon as possible.

- 38) Should any dog become aggressive or dangerous, JK Pet Services will:
  - (i) Terminate The Dog Walking Agreement with immediate effect.
  - (ii) The Dog Walking Agreement shall be deemed terminated.
- 39) Any wrongful or misleading information given by you, The Client, in the Dog Walking Agreement form may constitute a breach of terms of this Dog Walking Agreement and be grounds for instant termination thereof.
- 40) Termination under the circumstances described in 38 or 39 above, shall not entitle The Client to any refunds or relief of any outstanding payments due.



# **JK Pet Services Holiday Arrangements**

- 41) JK Pet Services will give The Client a minimum of 4 weeks notice for any holiday arrangements that JK Pet Services has made to ensure that The Client can make alternative arrangements for their dog(s) whilst JK Pet Services is closed for any holidays. JK Pet Services apologises for any inconvenience this may cause.
- 42) Where JK Pet Services needs to cancel due to unforeseen circumstances, including but not limited to, ill health and extreme weather conditions, they will contact The Client as soon as possible in order for The Client to make alternative arrangements for their dog(s). If JK Pet Services cancels your dog's walk or home visit, there will be no charge to you, The Client for that walk (or home visit).

#### **Extreme Weather**

43) During days when temperatures are forecasted to exceed 22 degrees Celsius, your usual dog walk will be swapped for a home visit if you are not at home. During this time, JK Pet Services will let your dog into the garden for a toilet break, ensure they have plenty of water available and will sit with them for company and do enrichment activities with them to ensure they are appropriately mentally stimulated. If you are home during extreme weather, the scheduled walk can either be cancelled at no cost or alternatively the walk can be moved to a different time the same or a different day, depending on availability and subject to the usual charge. During warmer weather 19 to 21 degrees Celsius, your dog's usual walk time may be moved earlier or later in the day depending on their needs and subject to availability. The usual walk charge will apply.

# Keys

- 44) The Client gives permission for JK Pet Services to hold keys to their property, if necessary, which have been provided willingly. It is understood that JK Pet Services will return the keys to The Client at the end of the Dog Walking Agreement period. Alternatively, The Client will leave keys to their property in a key box at the property and will provide JK Pet Services with the key box code. JK Pet Services will return the keys to the key box at the end of each walk (or home visit).
- 45) The Client agrees to provide keys/arrange access to the dog(s) for the agreed appointment; failure to do so will result in a cancellation fee for that day's service and must be paid in full by The Client. JK Pet Services accepts no liability for the security of The Client's home, should keys be left in a place deemed to be "safe" by The Client, at The Client's request



# **Parking**

46) JK Pet Services kindly requests that The Client allows JK Pet Services to park their vehicle on their driveway or in their allocated space for pick up/drop off/the duration of the walk. If The Client has no driveway or allocated space, provided there is free on street parking outside The Client's property, JK Pet Services will park on the street. If The Client lives in an area where on street parking is only permitted with a permit, The Client agrees to provide JK Pet Services with a valid Visitor Parking Permit for the duration of the day's walk. If no Visitor Parking Permit is provided by The Client and JK Pet Services has to pay for a parking ticket for the duration of the walk, the cost of the parking ticket will be passed onto The Client – the parking ticket cost will be added onto The Client's invoice for the month; JK Pet Services shall retain and submit parking ticket receipts as proof of additional expenses. Where no suitable nearby parking is available, JK Pet Services reserves the right to refuse a service to The Client.