

Operating Procedures - Terms & Conditions



OPERATING PROCEDURES – updated 13.12.22

- 1. Vaccination Records:** must be on file and all dogs must be using effective flea & tick preventatives.
- 2. Attendance:** It is recommended that your dog/s attend day care at least once a week and preferably on the same day/days each week. This enables dogs to be introduced / grouped with other suitable dogs.
- 3. Drop Off and Pick Up Times: 07:30 – 9:00 am and 4:30 – 5:30 pm. Monday – Friday.**
- 4. Rates:** Regular day care £40.00 invoiced monthly in advance. Ad hoc day care £50.00 (payment required to secure booking)
- 5. Invoicing: Invoices are usually raised on 27th of the month and must be settled before day care commences. Ad hoc daycare bookings only accepted on receipt of payment.**
- 6. Emergency Pick-Up:** All dogs must be picked up by 6:00 pm. Pets who are not picked up by 6:00 pm will be subject to additional/out of hours charges and transportation fees. An emergency contact must be provided at registration who will be able to pick up the dog/s. Owners can arrange to have friends or relatives pick up their dog, if staff are advised in advance. Proof of ID may be requested.
- 7. Feeding:** If you require your dog to be fed during the hours of day care, please supply the food and give clear instructions. Food must be in a disposable container marked with your dog's name.
- 8. Dirty Dogs:** We will do our best to clean up dirty pets before they are picked up. However, owners should appreciate that the primary role of day care is to supervise their pets. We do not have the facilities or the time to provide a thorough bath before sending pets home.
- 9. Medication:** All medications to be in their original container and be clearly marked with your dog's name, the name and strength of the medication, and directions including dosage, number of times per day, how it is to be given, illness to be treated, areas to be treated, etc.
- 10. Nametags and Collars:** All dogs must wear suitable collars with a nametag and be on a lead upon entry.
- 11. Risks:** All efforts will be made to carefully socialise your dog/s. There will be no unsupervised off-lead play between dogs. However, despite careful measures being in place, owners must acknowledge that dogs can be unpredictable in behaviour in group situations and are aware of the risks involved and assume all risks.
- 12. Weather Policy:** We are open for day care in all but the most extreme weather conditions. "Extreme" shall be defined as a wind, rain, snow or ice event resulting in extremely hazardous road conditions, usually with closures to offices as well as schools. If we close due to an extreme weather event, or if most of the dogs scheduled for that day have cancelled due to a weather event, The Doghouse will post on their homepage and will contact clients by text/email if they are scheduled for day care.

TERMS AND CONDITIONS

Updated 11.07.22

“The Doghouse”, The Cannons, Furnace Farm Road, Furnace Wood, Felbridge, East Grinstead, West Sussex. RH19 2PU.

TERMS & CONDITIONS (“the contract”)

1. By a) registering a dog or b) permitting a dog to attend or c) accepting the services of The Doghouse and its staff, the Client is deemed to have accepted these Terms and Conditions.
2. The Doghouse may act in the Client’s absence as guardian of their dog and may perform or take any action which they deem necessary in order to protect and keep in good health the Client’s dog.
3. The Doghouse requires one month’s notice of cancellation. The Client agrees to provide such notice or pay the amount that would be due during the notice period. The Client may cancel with notice at any time; there is no minimum term of contract.
4. The Doghouse encourages regular attendance for dogs which is booked monthly in advance. This allows monthly invoices to be raised and settled in advance of day care attendance. Ad hoc daycare must be pre-paid at the time of booking. Bookings cannot be confirmed before payment is received.
5. The Client may swap their agreed regular days on an ad hoc basis subject to availability. It may be possible to add occasional extra days as required, subject to availability. Requests to do so should be made via email. These additional days will be payable in advance.
 - 5.1. Full payment for services (agreed either at the time of booking or subsequently) is to be made within 7 days of receipt of invoice or, by the date specified on the invoice. Invoices are raised on the 27th of every month and are payable in advance of attendance. The Doghouse reserves the right to refuse entry on unpaid invoices. Time for payment shall be of the essence of the Contract. Methods of payment include direct bank transfer and card payments. If the Client fails to make any payment to The Doghouse under the Contract by the due date for payment, then the Client shall pay interest on the overdue amount at the rate of 8% per annum above Barclays Bank Plc’s base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue account, whether before or after judgement. The Client shall pay the interest together with the overdue amount plus and all additional administrative, debt collection costs and legal fees incurred.
 - 5.2. The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Doghouse may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by The Doghouse to the Client.
 - 5.3. On termination of the Contract for any reason the Client shall immediately pay to The Doghouse all of The Doghouse’s outstanding unpaid invoices and interest and, in respect of services supplied but for which no invoice has been submitted The Doghouse shall submit an invoice, which shall be payable by the Client immediately on receipt.
6. Limitation of liability
 - 6.1. The Client will take responsibility for any costs which may be incurred, by either veterinary or other, as a result of damage, accident or sickness caused to or by their dog and will pay any such cost or expenses on demand.
 - 6.2. Nothing in the Contract shall limit or exclude The Doghouse’s liability for:
 - a loss of profits
 - b loss of sales or business

- c loss of agreements or contracts
- d loss of anticipated savings
- e loss of damage to goodwill
- f any indirect or consequential loss

- 6.3. Subject to clause 6.2 The Doghouse's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to £1000 or the total fees paid under the Contract, whichever is lower.
- 6.4. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 6.5. This clause 6 shall survive termination of the Contract.
- 6.6. In agreeing to the figure set under clause 6.3 above the Client agrees that he/she is able to insure the Client's dog under a pet insurance policy and is likewise able to insure home and property contents under a house and contents policy. The Client is advised to notify his/her insurers of the day care arrangement in order to be covered under these pertinent insurance policies. The Client understands that The Doghouse is only able to offer its competitive fees on the basis of its Clients insuring its pets appropriately.
7. The Client's dog may be transported with other dogs in The Doghouse's vehicles. The Client agrees that The Doghouse cannot be held liable for death or injury to their dog in the event of a motor vehicle accident.
8. The Doghouse may hold in possession the keys to the Client's home and the Client is responsible under clause 6.6 above for making arrangements with its own insurers with this regard.
9. The Client gives permission to walk their dog/s off the lead.
10. The Client has explicitly confirmed that their dog has no record of aggressive or anti-social behaviour and they have made a full and frank disclosure of any characteristic or trait that might make their dog unsuitable for socialising with other dogs.
11. The Doghouse reserves the right to accept or decline dogs that may not integrate well with the pre-existing established social group.
 - 11.1 Should the Client's dog be deemed to be unsuitable by The Doghouse, The Doghouse reserves the right to cancel any booking indefinitely, with immediate effect.
12. To ensure a safe, responsible dynamic, all entire male dogs will be subject to assessment by Ross George at The Doghouse who will make the final decision over suitability of attendance for these dogs. Female dogs in season generally cannot attend for at least 4 weeks.
13. The Client agrees to ensure that their dog/s will be kept up to date on all vaccinations, worming and flea treatments. A current copy of vaccination record must be supplied to The Doghouse and updated as necessary.
14. The Client consents that crates may be used for rest breaks and feeding if required and in the event of exceptional circumstances to maintain dog and human safety and only if absolutely necessary, their dog may be placed in a crate for a limited time.
15. The Doghouse is closed on bank holidays and the period between Christmas and New Year.
16. The Client gives their consent for their dog's image to be used in photographic or video format on the Doghouse's promotional material and social media or in any format that The Doghouse considers appropriate.
17. Force Majeure. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
18. Entire Agreement.

- a This agreement constitutes the entire agreement between the parties and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
 - b Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
19. Variation. No variation of the Contract shall be effective unless it is in writing and notified or accepted by The Doghouse.
20. Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:
- a waive that or any other right or remedy: or
 - b prevent or restrict the further exercise of that or any other right or remedy.
21. Severance if any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
22. Notices.
- a Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by pre-paid first class post or other next working day delivery service, commercial courier, or email to the correct addressed email address if sent delivered-read (so email delivery and receipt can be acknowledged).
 - b A notice or other communication shall be deemed to have been received: if delivered personally, when left at the Client's address provided by him/her, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by email, one business day after transmission.
 - c The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
23. Third parties. No one other than a party to the Contract shall have any right to enforce any of its terms.
24. Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
25. Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.