

# Service Agreement

The Client wishes to engage Lucie's Pet Care and Lucie's Pet Care agrees to undertake the services as set out in the Booking Form in accordance with the policy and procedures document ("Policies and Procedures") and subject to the terms and conditions of this Agreement. Any reference to pets in this Agreement shall refer to those specified on the Booking Form.

## 1. Services

- 1.1. Lucie's Pet Care shall perform the Services in an attentive, reliable and caring manner, using all reasonable skill and care, having due regard to the Policies & Procedures and any relevant information set out in the Booking Form.
- 1.2. Lucie's pet Care shall act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification of Services provided in the Policies and Procedures.
- 1.3. Lucie'S Pet Care shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, code of conduct and any other rules relevant to the provision of Services.

## 2. Client's Obligations

- 2.1. The Client shall use all reasonable endeavours to provide all pertinent information to Lucie's Pet Care, necessary for the provision of the Services.
- 2.2. The Client authorises Lucie's Pet Care to carry out the Services.
- 2.3. The Client confirms that all vaccinations, treatments, licences, permits etc which he is obliged to have by law arising from the ownership of the pet have been obtained.
- 2.4. The Client may issue reasonable instructions to Lucie's pet Care in relation to the provision of Services. Any such instructions should be compatible with the specification of Services provided in the Policies and Procedures.
- 2.5. The Client will be responsible for all medical expenses and damages resulting from any injury to Lucie's Pet Care, its employees and agents, or to other persons by the pet.
- 2.6. The Client authorises Lucie'S Pet Care to arrange for any emergency veterinary care that may be necessary during the provision of its Services. The Service Provider shall use all reasonable efforts to obtain the Client's consent prior to obtaining emergency care.
- 2.7. The Client agrees to reimburse Lucie's Pet Care for any additional fees and expenses for providing emergency care. The Client further agrees to cover the cost of additional visits which may be necessary to ensure the pet's safety or to monitor the pet's progress in recovering from sickness or injury.
- 2.8. Lucie's Pet Care shall use its best efforts to use the pet's normal Veterinary Surgeon where ever possible. The Client authorises Lucie's Pet Care to appoint an alternative Veterinary Surgeon to examine the pet and carry out such treatment or surgery as may be appropriate if the pet's normal Veterinary Surgeon is not available.
- 2.9. Any delay in the provision of Services resulting from the Client's failure or delay in complying with any of the provisions in this Clause 3 shall not be responsibility or fault of the Service Provider.

## 3. Fees and Payment

- 3.1. Lucie's Pet Care will charge the Client for the Services as quoted in the Booking Form (the "Fees") and the Client agrees to pay the Fees, promptly when they fall due
- 3.2. The Client agrees to reimburse Lucie's Pet Care 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
- 3.3. Should any payment due under this Agreement remain unpaid for 7 days after it falls due, Lucie's Pet Care will be relieved of their contractual obligations under this Agreement to provide the Services until such time as payment is made.

## 4. Cancellations

- 4.1. In the event of the Client cancelling the Services, the Client agrees to pay Lucie's pet Care a fee equal to: 100% of the Fees if cancellation occurs less than 24 hours of the scheduled service
- 4.2. Without prejudice to clause 9.1, in the event of cancelling or otherwise not being able to provide the Services, Lucie's Pet Care shall either:
  - 4.2.1. arrange alternative services or providers to a value and quality that would have been provided; or
  - 4.2.2. refund any money paid under this Agreement for the Services; and
  - 4.2.3. in either case, provide 24 hours' notice, or if 24 hours is not practical, for example in a sudden event or emergency, notice as soon as it is reasonably possible.

## 5. Early Termination

- 5.1. This Agreement can be terminated by;
- 5.1.1. either Party serving not less than 24 hours written notice on the other Party;
  - 5.1.2. Lucie's Pet Care, by written notice to the Client with immediate effect, in the event that any Fees or charges owed by the Client to Lucie's pet Care remain outstanding for 24 hours.

5.2. The Client shall pay Lucie's Pet Care for all fees, expenses and charges incurred up to the date of termination of this Agreement.

## **6. Insurance**

- 6.1. Lucie's Pet Care shall ensure that it has in place at all times suitable and valid insurance that shall include Public Liability Insurance relative to the services performed for the Client.
- 6.2. 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.

## **7. Indemnity and liability**

- 7.1. Lucie's Pet Care shall not be liable for any loss or damage suffered by the Client resulting from the Client's failure to follow any instructions given by the Service Provider
- 7.2. The Client shall accept full liability and responsibility for any event occurring or arising from the behaviour or characteristics of their pet.
- 7.3. The Client will indemnify Lucie's Pet Care against any damage or injury caused by the pet towards any property, person or other animal, this will include, but is not limited to veterinary, medical and legal fees.
- 7.4. Lucie's Pet Care shall not be responsible for any damage caused to the Client's property or possessions or that of others caused by the Client's pet during the period the pet is in its care. The Client agrees to indemnify the Service Provider against any such claims as may be made against it arising out of or in connection with this Clause.
- 7.5. Lucie's Pet Care accepts no responsibility or liability for the security of the Client's property or premises, or any loss or damage which may be sustained as the result of action taken by third parties who also have access to the Client's property or premises either before, during or after expiry of this Agreement.
- 7.6. Lucie's Pet Care shall not be liable for the injury, loss, death or any actions, fines or penalties as may be imposed on pets permitted unsupervised access to the outdoors.
- 7.7. Whilst Lucie's pet Care will make every effort to ensure the safety of the pet and ensure that the pet is well looked after in the Client's absence, the Service Provider cannot be held liable for any loss, illness or injury of any pet whilst in Lucie's Pet Care care, nor for any death of a pet unless the Service Provider can be shown to be negligent.
- 7.8. The Client is responsible for any veterinary bills, no matter how they are incurred, whilst pets are in the care of Lucie's Pet Care
- 7.9. Nothing in this Agreement shall limit or exclude Lucie's pet Care liability for death or personal injury.

## **8. Aggressive or unsocial animals**

- 8.1. Should any pet become aggressive or dangerous Lucie's pet Care shall, in their sole discretion take whatever action they consider necessary in the best interest of the animal, other animals or people which may be encountered. This may, without limitation, include:
- 8.1.1. a refusal to offer the Services and immediate termination of this Agreement;
  - 8.1.2. obtaining assistance from a Vet, the R.S.P.CA or the police;
- 8.2. Any fees and costs incurred in taking action pursuant to clause 9.1 shall be directly chargeable to and recoverable from the Client.
- 8.3. Lucie's pet Care shall not be liable to the Client for any refund of Fees where the Client has not specified the behaviour and characteristics of the pet in the Booking Form and the Service Provider terminates this Agreement pursuant to clause 9.1.1.

## **9. Assignment**

- 9.1. Lucie's Pet Care shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Service Provider.

## **10. Data Protection**

- 10.1. Lucie's Pet Care shall not use or pass to a third party (other than information needed by a carer to perform their duties). All information relating to the client, their property and pet(s) will be stored in accordance with the data Protection Act 1998.

## **11. Entire Agreement**

- 11.1. This Agreement, along with the Booking Form, Policy & Procedures document, Veterinary Release Form constitute the sole and entire agreement between the Parties, and supersedes all prior agreements, representations and understandings of the Parties written or verbal. Any alteration of this Agreement must be in writing and signed by both Parties.

## **12. Notices**

- 12.1. Any notice required to be served under this Agreement shall be in writing and shall be served by hand, post or electronic mail.
- 12.2. Notices shall be deemed served:
- 12.2.1. upon delivery, when delivered by hand,
  - 12.2.2. upon accepting delivery by signed receipt post/courier, when delivered by using a 'signed for upon delivery' postal service or courier.
  - 12.2.3. immediately following transmission, if by electronic mail provided the sender does not receive a non-delivery message.

## **13. Governing Law and Jurisdiction**

- 13.1. This Agreement, its formation and any contractual disputes or claims shall be governed by and in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 13.2. 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.

In this Agreement, both parties acknowledge they are legally authorised and entitled to do so, they fully understand and accept the terms (having taken legal advice if they consider it appropriate or necessary) and agree to be bound by the terms.

## **Policies and Procedures**

### **1. Bookings**

- 1.1. A booking shall be made by completing a Booking Form and not accepted until a booking confirmation letter has been issued by Lucie's Pet Care and received by the Client, all the necessary forms have been completed and payment made in accordance with the price quoted.
- 1.2. For new Clients, an in-home consultation will be required.

### **2. Duty of Care**

2.1. A change in a pet's routine and circumstances can cause varying degrees of distress and unpredictable or abnormal behaviour, particularly if their owner is on holiday, pets have no concept or ability to understand that their owner's absence is temporary and they will be coming back. Lucie's Pet Care understand this and will offer comfort and reassurance whilst trying, as far as is practically possible to maintain their normal daily routines.

- 2.2. In the event of extreme weather which may have an adverse effect on the Client's pet e.g. heat or thunder storms, Lucie's pet Care shall in their sole discretion take whatever action they consider necessary, including not carrying out scheduled exercise until it is, in their opinion, safe to do so.

### **3. Necessities**

- 3.1. The Client shall provide sufficient food, cat litter and any treats for their pet(s) for the duration of the Service.

### **4. House cleanliness**

- 4.1. Lucie's pet Care shall clean up after the Client's pets to the best of their ability
- 4.2. The Client shall make available cleaning materials in the event of any 'mistakes' within their property.
- 4.3. The Service Provider cannot be held liable or responsible for any stains, marks or damages caused by the fouling or attempts to clean it.

### **5. Damage to property or possessions**

- 5.1. Any damage to the property or possessions of the Client in their absence, however caused by the pet shall be recorded by Lucie's Pet Care and where considered to be serious enough to inform the Client, they will do so at the earliest opportunity by whatever means is available. Any costs, including administration and man-power in providing such notice may be recoverable from the Client.

### **6. Medicines**

- 6.1. It shall be the sole responsibility to ensure Lucie's Pet Care is fully aware of any health issues the pet is experiencing, or has suffered in the past. Lucie's Pet Care cannot be held liable for any actions or omissions which result in problems or complications for anything not disclosed.
- 6.2. Lucie's Pet Care shall follow instruction given on the Booking Form but cannot be held liable for any complications which may arise.
- 6.3. 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.

### **7. Sick or injured pets**

- 7.1. If the pet is taken sick or injured Lucie's Pet Care will notify the Client at the earliest convenience using whatever method is available to take instructions or guidance. In the event of not being able to contact the Client, or in an emergency situation, Lucie's Pet Care shall, in its own opinion the pet needs veterinary attention/treatment/opinion make arrangements as necessary, in the best interest of the pet. Any veterinary bills shall be directly chargeable to the Client.

### **8. Keys**

- 8.1. Where it is necessary for Lucie's Pet Care to hold keys to a property, the Client shall provide one of each key needed. Keys will be coded and kept within a locked system for security.
  - 8.2. Keys will be returned upon completion of this Agreement providing all fees due have been paid
9. Privacy
- 9.1. It shall be the Client's sole responsibility to ensure the information provided to Lucie's Pet Care is current and up to date, the Client agrees to accept any decision made by the Lucie's Pet Care in the event of Lucie's Pet Care not being able to contact the Client as a result of wrong information held.
10. Insurance
- 10.1. The Client is advised to check to see if its insurance provider need informing that someone will have access to the Client's property whilst they are away
11. Third Parties
- 11.1. The Client shall advise the Lucie's Pet Care of anyone who will have access to their property during any periods of the Client's absence, including but not limited to cleaning services, maintenance personnel, friends, family and neighbours.
  - 11.2. The Lucie's Pet Care 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.
12. Miscellaneous
- 12.1. Dogs will only be walked on leads unless the Off-Lead Permission Form has been agreed and signed. The policies and the Service Agreement will always prevail.
  - 12.2. If the service is related to a cat (or cats) the **Cat Disclaimer Form** becomes part of this agreement, even in unsigned form.

I accept the Policies and Procedures of the Lucie's Pet Care as detailed within this document.

Lucie's Pet Care 01/06/2015