



### The Woofchester Hotel Terms and Conditions 2018

The terms and conditions set out in this document (together with the documents referred to on it) – together this 'Agreement' – set out the terms and conditions on which we The Woofchester Hotel ('TWH'), will provide services and related materials to you ('Client'), and the terms on which you agree to accept TWH's services. These terms apply for all services provided to you by TWH. By requesting the services from TWH, you, the Client, agree to be bound by the terms of this Agreement.

#### 1. INTERPRETATION

In this Agreement, the following definitions apply:

Service Order (Booking Form): the order for Services made by the Client to TWH.

Dog: means the Client's dog(s) identified by the Client to TWH in the relevant Service Order (Booking Form) in respect of which TWH is to provide the Services.

Fees: the charges payable by the Client for the Services as set out in the Service Order (Booking Form), for the supply of the Services in accordance with clause 4.

Service Period: the period between the Start date and the End Date.

Services: the services as identified in each Service Order (Booking Form).

#### 2. SUPPLY OF SERVICES

2.1 In consideration of the Client paying the Fees to TWH, TWH shall supply the Services to the Client in accordance with the terms and conditions of this Agreement.

2.2 Each Service Order accepted by TWH shall form a contract and be governed by these Terms and Conditions.

2.2 TWH reserves the right to place any Dog that is home boarding into a boarding kennels of their choice if the Dog:

- (a) displays signs of aggression to either people or animals;
- (b) barks excessively to such a degree as to invoke potential noise complaints; or
- (c) for any other reason decided at the sole discretion of TWH.

The cost of any boarding kennel is the sole responsibility of the Client. Boarding kennels costs are in addition to any fees due.

2.3 TWH reserves the right to return any Dog for which TWH is providing any Services to the Client or to the Client's home address if the Dog:

- (a) displays signs of aggression to either people or animals;
- (b) barks excessively to such a degree as to invoke potential noise complaints; or
- (c) for any other reason decided at the sole discretion of TWH;

In this event the Client is not entitled to a refund for the date of return or for any other dates associated with the Service Order.

#### 3. CLIENT'S WARRANTIES AND OBLIGATIONS

3.1 The Client shall provide TWH with true and accurate details of the Dog and with such further information and materials as TWH may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

3.2 The Client warrants that the Dog:

- (a) has never attacked another dog, animal or human;
- (b) does not display aggression towards other animals or humans;
- (c) is not suffering from any injury or illness which may be transmitted to other animals or humans; and
- (d) is not registered and is not required to be registered under the Dangerous Dogs Act 1991 and/or the Dangerous Wild Animals Act 1976.

3.3 The Client further warrants (and shall provide reasonable evidence of the same where required by TWH) that the Dog has:

- (a) current protection for fleas and worms (i.e. treatment has been made for each of these within the 30 day period prior to the start of the provision of Services.);
- (b) current vaccinations (to have been given at least 4 weeks prior to the start of the provision of Services) against Canine Distemper, Infectious Canine Hepatitis, Leptospirosis, and Canine Parvovirus;
- (c) a working microchip with Client's current contact information; and
- (d) an identity tag attached to the collar or harness with the Client's current contact information.

3.4 If TWH's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default) TWH shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from TWH's failure or delay to perform any of its obligations as set out in this clause and the Client shall reimburse TWH on written demand for any costs or losses sustained or reasonably incurred by TWH arising directly from the Client Default.

3.5 The Client agrees to indemnify, keep indemnified and hold TWH harmless from and against all direct, indirect or consequential loss (all three of which terms include, but are not limited to, loss of profits, loss of business, depletion of goodwill and similar loss), liabilities, injuries, damages, claims, demands, proceedings or legal costs and judgements which TWH, or any employee or agent of TWH, incurs or suffers as a consequence of direct or indirect breach of any of the provisions of clauses 3.1 to 3.4 (inclusive).

#### 4. FEES AND PAYMENT

4.1 The Fees for the Services shall, unless otherwise stated, be set out in the Service Order (Booking Form).

4.2 The Client agrees to pay the Fees as specified on the invoice (or as agreed verbally, via email or SMS) and all additional fees and charges that may become due in accordance with these Terms and Conditions. Additional charges include but are not limited to; medical care, vets bills, extra services requested by the Client either verbally or in writing that are not specified on the original Service Order. TWH will provide evidence of these extra charges incurred where reasonably required by the Client.

4.3 TWH reserves the right not to start providing the Services, or to suspend provision of the Services if the Client has failed to pay any sums due by the relevant payment date as shown below:

- Boarding - payment is due prior to the first day of the boarding period. A 50% non-refundable deposit is due at time of booking.\*

- Day care - Payment is due 14 days prior to the week of the provision of the service.

4.4 If the Client fails to make any payment due by the due date for payment, TWH shall be entitled to charge interest on the overdue amount at the rate of 4% per cent per annum above [HSBC] 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 amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

#### 5. CANCELLATIONS

5.1 If the Client wishes to cancel any Service Order (Booking Form) or part thereof, it shall provide notice as soon as possible to TWH and the following cancellation charges shall apply:

- 100% of the value of the booking if cancellation occurs less than 96 hours prior to the start of the provision of Services as noted on the Service Order (Booking Form);
- 50% of the value of the booking if cancellation occurs between 96 hours and more than 14 days of the start of the provision of Services as noted on the Service Order (Booking Form)

5.2 At TWHs sole discretion bookings may be credited to an alternative date.

5.3 TWH do not provide services to un-neutered male dogs older than 6 months

#### 6. CLIENT'S PERMISSIONS, RESPONSIBILITIES AND UNDERTAKINGS

6.1 The Client hereby consents to TWH making decisions for the Dogs' general wellbeing, that TWH reasonably deems necessary during the Service Period. The Client acknowledges that by giving such consent additional cost may be incurred.

6.2 The Client authorises TWH to arrange for any emergency veterinary care that may be deemed necessary by TWH during the Service Period and agrees to reimburse TWH for all fees, charges and/or expenses for providing such emergency care. The client further agrees to reimburse TWH for the cost of any additional visits which may be deemed necessary to ensure the Dog's safety and/or to monitor the Dog's progress in recovering from sickness and/or injury.

6.3 The Client authorises TWH and its representatives to administer any medication as advised by the Client and/or subsequently by a veterinary professional (Additional fees apply).

6.4 The Client acknowledges responsibility for any and all medical expenses arising from any injury (including death) to TWH employees and agents and/or to any other persons caused by the Dog.

6.5 The Client gives permission for TWH to store any personal information provided by the Client for the purpose of providing the Services.

#### 7. LIMITATION OF LIABILITY

7.1 While TWH uses reasonable endeavours to provide a safe and hazard free environment in which the Services are provided, it cannot guarantee the total eradication of hazards.

7.2 Nothing in this Agreement shall limit or exclude either party's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; fraud or fraudulent misrepresentation.

7.2 Subject to clause 7.2:

(a) TWH shall not under any circumstances whatever be liable to the Client, whether in agreement, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement; and

(b) TWH's total liability to the Client in respect of all other losses arising under or in connection with this Agreement, whether in agreement, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total fees paid to TWH the Client under this Agreement.

7.3 This clause 7 shall survive termination of this Agreement.

#### Hold Harmless Agreement:

By signing the service order (Booking Form) the Client agrees to hold TWH its' owners, employees and Directors harmless from any and all damages, loss, and/or claim arising from any and all medical conditions and/or injury to the Dog(s), either known or unknown to TWH. It is also further understood and agreed that the terms of this Agreement can change at any time, without notice, and will overwrite any and all prior signed contracts or releases.

\*Fees are charged per day and apply from day of arrival to day of departure.