



Terms & Conditions

**Doggies Daycare Ltd ("Doggies Daycare") a company registered
in England and Wales (company number 13736289)
Registered address: 12 Crown Lane, Chislehurst, BR7 5PL**

TERMS & CONDITIONS ("The Contract")

1. By a) enrolling a dog with or b) permitting a dog to attend or c) accepting the services of Doggies Daycare, the client is deemed to have accepted these Terms and Conditions.
2. Whilst your dog is in the care of Doggies Daycare every effort will be made to ensure your dog is kept safe. Doggies Daycare 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 the client's dog in good health.
3. In order to attend and ensure a safe and responsible daycare environment, we require all attending male and female dogs that are one year old and above to be neutered and spayed, respectively. Female dogs below the age of one that come into season, cannot attend daycare for at least 4 weeks.
4. The client confirms their dog has no previous record of aggressive or anti-social behaviour and has made a full disclosure of any characteristics and/or traits that might make their dog unsuitable for socialising with other dogs.
5. In the event of exceptional circumstances and to maintain the safety of dog(s) and/or human(s), crates may be used when required. The client consents to their dog being placed in a crate for a limited time in appropriate circumstances.
6. Should the clients' dog display aggression or bad behaviours towards humans and/or dogs and it is deemed unsuitable by Doggies Daycare, Doggies Daycare reserves the right to cancel the membership indefinitely, with immediate effect.
7. All dogs are required to wear collars with a name tag that includes the owner's emergency contact details.
8. The client gives permission to walk their dog(s) off the lead.

9. The client agrees to ensure that their dog(s) will be kept up to date on all vaccinations, de-worming and de-fleaing.

10. If a dog requires feeding during daycare, the client will provide the dog food in the correct portion size. Doggies Daycare will provide dog appropriate treats at regular intervals throughout the day. The client agrees that they are responsible for informing Doggies Daycare of any known allergies their dog may have during the application process. In addition, the client is required to immediately notify Doggies Daycare if their dog develops a new allergy. Doggies Daycare is not responsible for any result of an adverse/allergic reactions to dog friendly treats or professional dog grooming spray.

11. The clients' dog may be transported with other dogs in Doggies Daycare vehicles. The client agrees that Doggies Daycare cannot be held liable for death or injury to their dog in the event of a motor vehicle accident.

12. Doggies Daycare may hold in possession the keys to the client's home and the client is responsible for making arrangements with its own insurers with this regard.

13. The client provides consent for their dog's image to be used in photo or video format on Doggies Daycare promotional material and social media or in any format that Doggies Daycare considers appropriate.

14. Doggies Daycare facilities will be closed on weekends, Bank Holidays and the Christmas Festive Week (Christmas Day to New Years Day).

15. If Doggies Daycare is required to close during normal operating hours, including adverse or extreme weather conditions or staffing absence, and it is at no fault of the client, Doggies Daycare has the sole discretion to refund the associated cost back to the client.

Membership

16.1. Doggies Daycare has a 'X' number of days per week monthly membership, whereby the client pays a fixed monthly membership fee to attend Doggies Daycare on agreed regular day(s) per week.

16.2. The fixed monthly membership fee factors in 4 unpaid weeks over a 12-month period, inclusive of Bank Holidays. Therefore, if the client does not send their dog to Doggies Daycare for any reason, including but not limited to holiday or sickness, the agreed fixed monthly membership fee is still payable in full. Cancelled days are non-refundable and cannot be exchanged for cash upon leaving.

16.3. The regular fixed day(s) within the client's membership can be changed, subject to availability and providing one month's notice is given.

16.4. The client may request ad hoc day swaps within the same particular week providing at least 48 hours advance notice has been given. Swapped days are subject to availability and are non-refundable and cannot be exchanged for cash on leaving.

16.5 Doggies Daycare will be closed during the Christmas Festive week, and you cannot request to swap days for this reason nor are they refundable. The fixed monthly membership fee factors this into its structure.

16.6. Only a Credit can be claimed for any Bank Holidays, except for Christmas Day and Boxing Day Bank Holidays, which form part of the Christmas Festive Week facility closure.

16.7. 'Credits' can be exchanged for a full day of daycare and have an expiry of 3 months. If they are not used within this period they will be revoked. Credits can only be exchanged for a full day of daycare and are subject to availability. No cash or refund will be provided for a Credit.

16.8. The client may add additional ad hoc days as required, providing at least 24 hours advance notice has been given and subject to availability. These additional days will be chargeable at the daily rate stated at the time of booking and payable by card at the time of booking.

16.9. Doggies Daycare requires one month's notice of cancellation of this contract. The client agrees to provide such notice or pay the amount that would be due during this notice period. The client may cancel with notice at any time; there is no minimum term of contract.

16.10. Doggies Daycare shall reserve the right to terminate the contract with immediate effect.

Payment Terms for Memberships

17.1. The payment for the contracted monthly membership will be debited on the 1st of every month or the next available working day after the 1st from the most up to date credit or debit bank card stored securely on the Collar App Payment Software. It is the client's responsibility to ensure the correct card details are provided and kept up to date on the Collar App Payment Software via the Collar Customer Portal. The monthly debited payment will pay for services provided in that month only. The payment for any additional days will be charged at the time of booking by card payment. If the client fails to make any payment due to Doggies Daycare under the contract by the due date for payment, Doggies Daycare will have the discretion to charge the client interest on the overdue amount at a rate of 10%p.a. above Bank of England Base Rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount.

17.2. 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). Doggies Daycare 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 Doggies Daycare to the client.

17.3. The client will not receive a refund for any paid membership should the contract be terminated with immediate effect by Doggies Daycare.

17.4. Additional ad hoc days are subject to a 50% upfront non-refundable fee, with the remaining balance payable on the day and subject to our 48-hour Cancellation Policy. Additional ad hoc days cannot be exchanged for alternative day nor for a credit.

17.5. Any additional ad hoc day is required to be paid in full if cancelled within 48-hour hours of the appointment.

Limitations of Liability

18.1. The client agrees they are able to insure their dog under a pet insurance policy and insure their home and property contents under a house and contents insurance policy. The client is advised to notify his/her insurers of the daycare arrangement in order to be covered under the pertinent insurance policies. The client understands that Doggies Daycare is only able to offer its competitive fees on the basis of its clients insuring its pets and home appropriately.

18.2. The client will take responsibility for any costs which may be incurred, by either veterinary or other, as a result of any damage, accident, or sickness caused to or by their dog and will pay any such costs or expenses on demand.

18.3. Doggies Daycare'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 £1,000 or the total fees paid under the Contract, whichever is lower.

18.4. This clause 18 shall survive termination of the Contract.

Overview

Doggies Daycare's main principle is to do our utmost to ensure the safety and wellbeing of your dog whilst in our care. Our daily enrichment programme is based upon current weather conditions, and we are flexible in both the length and energy levels of play and increments of rest times.

We aim to operate and provide our services in all weather conditions. However, we recognise that in some cases, weather conditions can and will have an impact on how we operate our business and care for your dog.

Extreme Weather Conditions

We constitute extreme weather conditions as:

- Heatwaves (30 degrees Celsius and above)
- Heavy snowfall

- Strong winds
- Cold weather (0 degrees Celsius and below)

Adverse Weather Conditions

We constitute adverse weather conditions as:

- Temperature exceeding 25 degrees Celsius
- Temperatures below 5 degrees Celsius

Action

The weather is constantly monitored and if we are experiencing any of the above conditions, we reserve the right to reduce our hours of operation, and in extreme cases, close the facility completely for the safety and wellbeing of your dog.

Additionally, we recognise extra care and attention is required for certain breeds in these conditions and we reserve the right to cancel individual bookings when it's deemed appropriate i.e. in warmer weather both brachycephalic and 'double coated' breeds or smaller breeds during colder weather.

When transporting dogs to and from their home if weather conditions are deemed dangerous, we reserve the right to change our pick-up and drop-off times or close our facility.

Rights to a Refund

If we take the decision to reduce our hours of operation due to adverse weather conditions you will not be entitled to a refund.

If we take the decision to close our facilities due to either adverse or extreme weather conditions, we will provide the option to swap for another day (subject to availability) or provide a 50% refund.