

Ellie's Doggie Retreat

Terms & Conditions (Service Agreement)

All Dog owners and Ellie's Doggie retreat agree to the terms and conditions set out below along with services set out in the booking form, consent form and in accordance with the policy & procedures document.

This Agreement shall refer to the pet (s) & dates specified on the Booking Form.

1. Services

- Ellie's Doggie Retreat 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.
- Ellie's Doggie Retreat shall be responsible for ensuring that it follows all statutes, regulations, bylaws, standards, code of conduct and any other rules relevant to the provision of Services.
- An initial session will be booked prior to bookings to ensure dog owners are happy with everything and the running's of Ellie's Doggie Retreat.
- If dogs are boarding with other dogs, then they will be separated into different rooms when left for a short period of time or during nighttime. Each dog will have ventilation, access to water and they will never be left for long periods of time.
- All dogs roam freely on the ground floor; however, they will also have their own area for quite time.
- Boarding/day care: All dogs will be given individual one on one time periods during the day, to play and to be fussed over, unless specified by the owner, this will be done in a separate room if mixed with other dogs. This is called enrichment time, and it is very effective for their wellbeing and anxiety during time away from their owners.
- Each dog will routinely have a minimum of x2 30-minute walks each day unless instructed by dog owner.
- Daily photos will be sent to dog owners, and some posted on social media pages, however, dog owners can decline consent for sharing photos.
- In the unlikely event a dog becomes unwell in Ellie's Doggie Retreats care, owners will be informed, the owners are responsible for any vet bill incurred during their dogs stay.
- At Ellie's Doggie Retreat, I prioritise the safety and health, wellbeing & welfare of all dogs in my care, I work in partnership with owners to ensure the dogs needs are met and that they are happy and settled during their stay, it is home from home boarding/day care and all dogs are given the attention they need, I aim to make all dogs stay a really positive one, Ellie's Doggie Retreat wants dogs to be excited to come here knowing that they will be very well cared for.
- All dogs roam freely around the home on the ground floor, and they will have access to the garden for at least every two hours and as needed for toileting, exercise and to play.
- Dogs are given separate water and feeding stations, separate bowls are used for each dog and these are sanitised each day.
- Owners should bring their dogs bedding, this helps dogs to feel less anxious and more settled with scents they're used to from home, owners are also welcome to bring any favourite toys, dog leads should also be provided by the owners.
- All dogs must be micro-chipped and details up to date
- All dogs must wear a collar at all times with a tag attached with the relevant details on. Dogs that are boarding will have tags swapped over with a Ellie's Doggie Retreat Tag, this will have the details of where they are staying, including contact number and will have 'I am in holiday' engraved on it, tags will be swapped back over at the end of their stay.

2. Dog owner Obligations

- Dog Owners shall complete a booking form & consent form at least 7 days prior to bookings for both day care and boarding. Please add any additional information in these forms that you feel Ellie's Doggie Retreat need to know, so that Ellie's doggie retreat can ensure we are meeting all of the dogs needs and ensuring they feel settled.
- Dog owners authorise Ellie's Doggie Retreat to carry out the Services set out in the booking form.
- Dog owners confirms that all vaccinations and treatments are up to date.
- The Client may issue reasonable instructions to Ellie's Doggie Retreat in relation to the Service Provider's provision of Services. Any such instructions should be compatible with the specification of Services provided in the Policies and Procedures.
- The Dog owner will be responsible for all medical expenses and damages resulting from any injury to Ellie's Doggie Retreat, or to other persons by the pet.
- The Dog owner shall fully indemnify Ellie's Doggie Retreat in respect of costs and damages arising from any claim from any person suffering either injury or death caused by the Dog owner's pet.

- The Dog owner authorises Ellie's Doggie Retreat to arrange for any emergency veterinary care that may be necessary during the provision of its Services. Ellie's Doggie Retreat shall use all efforts to obtain the Dog owners consent prior to obtaining emergency care. Ellie's Doggie Retreat shall use its best efforts to use the pet's normal veterinary whenever possible. The dog owner authorises Ellie's Doggie Retreat 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. The dog owner agrees to reimburse Ellie's Doggie Retreat for any additional fees for providing emergency care and costs of any additional visits which might be necessary.
- Pop ins/dog walking: The Dog owner shall ensure that Ellie's Doggie Retreat has access to the Dog owners' home or other specified location at the times agreed where appropriate.
- All dogs must be toilet trained.
- All dogs boarding must be comfortable to be left for a short period of time. Dogs will never be left for long periods of time.
- Dogs for boarding should have a good sleeping pattern.

3. Aggressive or unsocial animals

- Ellie's Doggie Retreat does not accept aggressive dogs; dogs registered under the Dangerous Dogs Act 1991; dog hybrids registered under the Dangerous Wild Animal Act 1976 (eg Wolf Hybrids); bitches in season (if boarding with other dogs).
- Should any pet become aggressive or dangerous, Ellie's Doggie Retreat 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 a refusal to offer the Services and immediate termination of this Agreement
- All dogs excepted for boarding must have acceptable behaviour around other dogs when boarding with other dogs.
- Ellie's Doggie Retreat does not accept dogs that bark excessively, this ensures that the environment is calm and stress free if other dogs if mixed boarding/day care as well as for neighbours when staying at Ellie's Doggie Retreat.

4. Fees and Payment to Ellie's Doggie Retreat

- The Dog owner agrees to pay promptly on the date agreed on the booking form.
- Bank holidays, Christmas, New Year and Easter may incur additional fees which will be advised of at the time of booking.
- **Dog Boarding:** Full payment shall be **paid 2 weeks prior** to the stay. A **deposit of £50 pounds** is required when a booking is initially confirmed.
- **Dog Day Care, Dog Pop ins, Dog Walking:** Payments shall be paid at the **end of each month**

5. Cancellations

- Please inform Ellie's Doggie Retreat as soon as possible if you need to cancel or change dates of your booking.
- **Day care:** Cancellations less than 48 hours prior to day care will be subject to 100% payment. Cancellations between 48 hours and 2 weeks prior to booking will be subject to 50% of payment.
- **Boarding:** Cancellations less than 2 weeks prior to boarding will be subject to 100% payment. Cancellations between 2 weeks and 4 weeks prior to booking will be subject to 50% of payment agreed.
- It is worth noting that if the decision to cancel any specific holiday is taken out of your hands, your travel/pet insurance could cover you for cancellation fees arising for our services. If you require an invoice to support a claim, I am happy to provide this for you.
- In the event of Ellie's Doggie Retreat cancelling or otherwise not being able to provide the Services then Ellie's Doggie Retreat shall refund any monies paid under this Agreement for the Services

6. Insurance

- Ellie's Doggie Retreat has in place at all times suitable & valid insurance that shall include Public Liability Insurance relative to the services performed for the Client.
- It is agreed by the Parties that it is the Dog owner's responsibility to ensure that the property, its contents and pets are adequately insured throughout the duration of the Agreement.

7. Indemnity and liability

- The Dog owner shall accept full liability and responsibility for any event occurring or arising from the behaviour or characteristics of their pet.
- The Dog owner will indemnify Ellie's Doggie Retreat 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.
- Ellie's Doggie Retreat shall not be responsible for any damage caused to the Dog owners' property or possessions or that of others caused by the Dog owners' pet during the period the pet is in its care.
- Ellie's Doggie Retreat accepts no responsibility or liability for the security of the dog owner's property/premises, or any loss or damage which may be sustained as the result of action taken by third parties who have access to the dog owner's property/premises either before, during or after expiry of this Agreement.

- Ellie's Doggie Retreat shall not be liable for the injury, loss, death or any legal actions whether civil or criminal, any fines or legal penalties that may be imposed on pets or their responsible guardian, who gain unsupervised access to the outdoors, or within any other enclosed spaces, if Ellie's Doggie Retreat has not used all reasonable care for the supervision of the pet whilst in their immediate care or provision of the services. This may include incidents of pets escaping from their designated areas or unexpected bolting.
- Nothing in this Agreement shall limit or exclude Ellie's Doggie Retreat liability for death or personal injury.

8. Force Majeure

- Neither Ellie's Doggie Retreat/Dog owner shall be liable in damages or have the right to end this Agreement for any delay or default in performing its obligations under this Agreement caused by conditions beyond its control including but not limited to acts of God, war, strikes, fires, floods, governmental restrictions or power failures.
- The Party (the "Affected Party") prevented from carrying out its obligations shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.

9. Data Protection

- Ellie's Doggie Retreat shall not use or pass any data information to a third party about the owner or pet.
- Any and all information relating to the Dog owner, their property and pet(s) will be stored in accordance with the Data Protection Act 2018 wherever the need arises. All forms completed by the Dog owner are securely locked away and Ellie's Doggie Retreat will only have access to them. The only time I would share any details would be if I had to take your pet to the vet. Your telephone number is stored in my phone with your first name and pets name and my phone is password protected.
- Dog owners have the right to ask me to destroy any of your data that I hold which I will do so Within 24 hours at your request, apart from data that I am obliged to keep for a certain period of time by Fareham Borough Council and HMRC. It is now law that I make this information available.

10. Entire Agreement

- This Agreement, along with the Booking Form, Policy & Procedures document, Veterinary Release Form and the Pet Owner Consent 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.

11. Governing Law and Jurisdiction

- This Agreement, its formation and any contractual disputes, claims or interpretation shall be construed and governed in accordance with the courts of England & Wales and the Parties hereby agree to the exclusive jurisdiction of the courts of England and Wales.
- Any delay in either party enforcing its contractual or legal rights shall not prejudice, restrict or prevent the right of any injured party suffering a loss to enforce its rights at a later date or later breach. Any such action must be brought in line with the Civil Procedure Rules regarding the Statute of Limitations in respect of any such action.