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**TERMS AND CONDITIONS FOR PET SERVICES (B2C) PROVIDED BY:  
ANNE DONNELLY T/A MUTTMEISTERS (FOR BOOKING A SINGLE PET SERVICE SESSION OR  
A MULTIPLE/ONGOING SESSIONS)**

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**BACKGROUND:**

These Terms and Conditions are the standard terms which apply:

- A. to booking and provision for You of any Pet Service Session (as defined in Clause 1 below) by Anne Donnelly, T/A Muttmeisters of 19 The Crescent, Kington, Herefordshire HR5 3AS; and
- B. where You, the client, are a “Consumer” as defined by the Consumer Rights Act 2015.

**1. Definitions and Interpretation**

- 1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Business”</b>	means any business, trade, craft, or profession carried on by You or any other person/organisation;
<b>“Consumer”</b>	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions, means an individual who receives any Services from Us for purposes wholly or mainly outside the purposes of any Business;
<b>“Pet”</b>	means a pet (including a dog, cat, rabbit or other small domestic animal) owned by You for which We agree to provide any Services for a Pet Service Session;
<b>“Pet Service Team Member”</b>	means either Us or any person acting on Our behalf, in either case being an individual carrying out all or any of the pet sitting during a Pet Service Session; it can also mean a ‘Pet Sitter’, or a ‘Dog Walker’
<b>“Pet Service Session”</b>	means a period of time commencing when We arrive at Your Premises to begin the Services and ending when We leave Your Premises when We have completed the Services, and where the context admits, it also means the Services to be provided during that period;
<b>“<a href="#">Professional Dog Walkers’ Guidelines</a>”</b>	means the best practice guide published by the Pet Industry Federation (and endorsed by the Dogs Trust, RSPCA, the Canine & Feline Sector Group and the Pet Industry Federation) prepared in the best interests of animal welfare and to assist those involved with professional dog walking;
<b>“Price List”</b>	means Our standard price list for all Pet Service Sessions which is available from <a href="https://muttmeisters.co.uk">https://muttmeisters.co.uk</a> or by email to <a href="mailto:enquiries@muttmeisters.co.uk">enquiries@muttmeisters.co.uk</a> , or by direct message via our social media profiles.
<b>“Registration Form”</b>	means the registration form that We provide to You for You to apply to register with Us;
<b>“Regulations”</b>	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

<b>“Services”</b>	means the provision of a pet service for the period of a Pet Service Session and the services, facilities, equipment, goods and materials, if any, which We provide/use in connection with and during that Pet Service Session , as detailed in Clause 9, together with, in relation to that Pet Service Session, any incidental or other services agreed with You or any services reasonably necessitated by any of the circumstances contemplated by these Terms and Conditions or any other services reasonably necessitated by any incident or problem arising during that Pet Service Session; Services include: pet sitting and dog walking.
<b>“We/Us/Our”</b>	means the [business] whose name is set out above and whose place of business and contact address is [set out above] and includes any Pet Service Team Member engaged by Us where the context requires or permits;
<b>“You/Your”</b>	means an individual Consumer client to whom We agree to provide any Services for the Pet; and
<b>“Your Premises”</b>	means the premises (which are Your home unless otherwise agreed, but not in any case Our premises) which We agree with You will be the location where We provide any Services for You.

- 1.2. Unless the context otherwise requires, each reference in this document to:
    - 1.2.1. “these Terms and Conditions” is a reference to the provisions of this document; and
    - 1.2.2. a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions;
  - 1.3. The Schedules to these Terms and Conditions and the contents of the Schedules form part of these Terms and Conditions as if set out in the main body of these Terms and Conditions;
  - 1.4. The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;
  - 1.5. Words signifying the singular number shall include the plural and vice versa; and
  - 1.6. References to any gender shall include any other gender.
- 2. Registration**
- 2.1. In order to be provided with any Services, You first have to register with Us and You may apply to register by completing the Registration Form either via the online booking calendar or requesting a manual form.
  - 2.2. The details that You provide and confirm in the Registration Form must be complete and correct, including Your confirmation that You are 18 or over and a “Consumer”, and that You agree to these Terms and Conditions.
  - 2.3. You may book a Pet Service Session only once We have confirmed in writing to You Our acceptance of Your application to register. Our acceptance of Your application means that You may then (but not otherwise) book a Pet Service Session. Our decision whether or not to accept Your application is at Our absolute discretion.
  - 2.4. When We confirm that We accept Your application there will be an agreement between You and Us that when We then accept any request by You to book any Pet Service Session, that Pet Service Session will be on and subject to these Terms and Conditions. However, that agreement will not give rise to any obligations upon either You or Us; You and We will only incur obligations under any contract made by You for any Pet Service Session(s).
  - 2.5. A contract for any Pet Service Session(s) will arise when (and only when) pursuant to and subject to Clause 3 You request a booking of such Pet Service Session(s) and We accept that booking request.

### **3. Booking and Cancellation of Pet Service Sessions, and Consumer Rights**

- 3.1. You must be 18 or over and a “Consumer” to book any Pet Service Session.
- 3.2. A time period for any particular date(s) requested for a Pet Service Session is subject to availability. We will not reserve or guarantee any particular time period for any Pet Service Session until You book and pay in advance for it and We accept the booking pursuant and subject to sub-Clause 3.7.
- 3.3. You may book a Pet Service Session in person, by email, by phone, by WhatsApp/Facebook Messenger, or through Our online booking system or chat facility on our website as a single Pet Service Session or as part of any available package of Pet Service Sessions.
- 3.4. We will only provide a Pet Service Session for You if You have pre-booked and paid in advance for it and We have accepted the booking.
- 3.5. When you book and pay for any Pet Service Session which is not part of a package, You must book (or, as set out in sub-Clause 3.10 below, rebook to replace any booked Pet Service Session cancelled) for a start date which is no more than 4 weeks after the date when You make and pay for that booking or rebooking. A Pet Service Session not booked (or rebooked) and taken within that period will be lost and, unless You cancel it and are entitled to a refund under these Terms and Conditions in that case, We will not refund any payment You have made for it.
- 3.6. If You pay for any package of Pet Service Sessions, but You do not at the same time book the dates for all of the Pet Service Sessions included in the package, You should then ensure that You book dates for all of the package which fall within the 3 month period after the date when You pay for the whole package. Any Pet Service Sessions paid for as part of a package but not booked for dates falling within that 3 month period cannot be taken and will be lost, and We will not refund any payment You have made for them. Where You pay for a package but do not at the same time book the dates for all of the package, We will use all reasonable endeavours to agree all dates that You subsequently request for it which fall within the said 3 month period.
- 3.7. Your request to book a Pet Service Session or a package of Pet Service Sessions will be Your offer to make that booking or package on the basis of the contents of the completed Registration Form and these Terms and Conditions. Whether We accept any such booking will be for Us to decide in Our discretion whenever You make such an offer. Only if and when We tell You that We accept Your request to book a particular Pet Service Session or package and You have paid for it will there be a booking (on these Terms and Conditions) which is a legally binding contract between You and Us for that Pet Service Session or package. If You wish to purchase a package of 2 or more Pet Service Sessions per week and You pay for that package, and in Our discretion We accept that purchase, Our contract with You will be for all of the Pet Service Sessions within that package which You then or later book.
- 3.8. When You book any Pet Service Session(s) or package, We will require You to pay Us in advance for it/them, and We will be entitled to keep some or all of that payment as set out in sub-Clauses 3.10 below if You later cancel a Pet Service Session without giving Us the prior notice that We require to be given as explained in the following provisions of this Clause 3.
- 3.9. If, when We arrive at Your Premises on time to begin any Pet Service Session, We cannot begin that Pet Service Session immediately due to a delay not attributable to Us, We will not extend the length of the Pet Service Session beyond its scheduled finishing time and date unless We specifically agree to do so after We arrive at Your Premises. We may treat a Pet Service Session that You have booked as cancelled by You without notice to Us if there is such a delay of more than half an hour after the scheduled start of the Pet Service Session or You tell Us at any time that the Pet Service Session cannot for any reason begin until more than half an hour after its scheduled start or that it cannot begin at all. If We treat the Pet Service Session as cancelled in any such case, We may then (but We are not obliged to) give all or any part of Your booked date(s) period for it to any other client wishing to book any or all of that period. We may decide to make a charge to You for that cancelled Pet Service Session, and sub-Clause 3.11 below will then apply.
- 3.10. You may cancel a Pet Service Session without charge if You give Us at least 72 hours prior

notice of the cancellation. If You do so We will refund to You any sum You paid in advance unless when You cancel You ask instead to rebook for a later, substitute, Pet Service Session and if We then in our discretion accept that substitute booking. If however the Pet Service Session was paid for as part of a package, We will not refund You any sum for it but You may rebook it under this sub-Clause 3.10 for a date falling within the 3 month period after the date when You booked the package.

- 3.11. If You do not give Us at least 72 hours prior notice of cancellation of a Pet Service Session, We will be entitled to charge You for any net financial loss that We suffer due to Your cancellation but that charge will be limited to:
- 3.11.1.1. 100% of the Full Price of that Pet Service Session where that prior notice is less than 48 hours notice;
  - 3.11.1.2. 50% of that Full Price where that prior notice is more than 48 hours but less than 72 hours;

For this purpose, the "Full Price" means the actual price paid where the Pet Service Session was booked as a single Pet Service Session, or, where it was booked as part of a package it means the amount that You would have paid for it had You booked it as a single Session and not as part of a package. We will be entitled to deduct that charge from any sum You paid in advance for that Pet Service Session or the package, and We shall refund any balance to You.

- 3.12. If, due to exceptional circumstances including, but not limited to, illness or accident suffered by the Pet or You or any member of Your household, You cancel a Pet Service Session without giving Us at least 72 hours prior notice, We will consider the circumstances and in Our discretion decide whether to waive any charge for late cancellation that We are entitled to make under the above provisions of this Clause 3.
- 3.13. We may cancel a Pet Service Session at any time before the start time and date of that Pet Service Session in the following circumstances:
- 3.13.1.1. The Pet Service Team Member allocated by Us to the Pet Service Session is not available, being a person providing the Pet Service Session who is:
  - 3.13.1.2. Us acting as a self-employed individual; or
  - 3.13.1.3. an individual engaged by Us with at the time of the booking to provide the Pet Service Session on Our behalf;
  - 3.13.1.4. an event described in Clause 11 below occurs and continues for more than 2 hours; or
  - 3.13.1.5. We find that you are not a "Consumer" (as defined in Clause 1 above).

If We cancel a Pet Service Session in such circumstances, We will refund to You in full the payment that You have made to Us for that Pet Service Session unless it was paid for as part of a package in which case the following will apply instead.

Where it was part of a package, We will not make a refund but You may rebook that cancelled Pet Service Session (without further payment) for another date falling within the 3 month period after the date when You paid for the package, or if that period ends less than 3 months after the date of the cancelled Pet Service Session and You prefer to have a refund instead of rebooking We will refund You the price for that cancelled Pet Service Session that You would have paid for it if it had been booked and paid for as a stand-alone Pet Service Session.

- 3.14. We will use all reasonable endeavours to start the Pet Service Session You have booked at its scheduled start time, but the start may be delayed by overrun of a previous Pet Service Session or by other circumstances. If a delay to the start is at least 1 hour, or, if at any time before We arrive for a Pet Service Session We notify You that there will be a delay of at least that time, You may cancel the Pet Service Session and We will refund to You in full the payment that You have made to Us for that Pet Service Session unless it was paid for as part of a package in which case the final paragraph of sub-Clause 3.13 (as to rebooking of, or refund for, a cancelled Pet Service Session) will also apply to cancellation under this sub-

Clause 3.14.

- 3.15. Pet Service Sessions and prices and Pet Service Team Members available to be allocated to Pet Service Sessions are subject to change from time to time but We will try to give You as much prior notice as possible of any such changes.
- 3.16. We may immediately terminate a Pet Service Session if:
  - 3.16.1.1. anything occurs which amounts to Your material breach of these Terms and Conditions; or
  - 3.16.1.2. the Pet becomes aggressive or dangerous or otherwise poses a threat to the health or safety of any other animal or of the Pet Service Team Member or other person or member of the public.

You will not be entitled to any refund for a Pet Service Session started but not completed in such a case.

If at that time You have paid for any Pet Service Sessions as a package but have not yet booked and/or made use of one or more of such Pet Service Sessions, We may cancel those Pet Service Sessions not yet booked and/or used by telling You at the time of that cancellation and in that case We will refund You for the number of Pet Service Session in the package cancelled and the refund will be for the number of package Pet Service Sessions not taken pro rata to the total Pet Service Sessions in the package as a proportion of the price paid for the whole package.

- 3.17. Where the contract We make with You is not made on business premises (as "business premises" is defined in the Regulations), the Regulations give You the rights set out in this sub-Clause 3.17, and they will be in addition to the rights given to You by the above provisions of this Clause 3. You may for any reason cancel a booked Pet Service Session during the 14 day period after We accept that booking, but if the booking includes any Pet Service Session commencing on a date which is before the end of that 14 day period, and if You have expressly requested Us to begin to provide any such Pet Service Session in that 14 day period and We do so, You may not cancel that requested Pet Service Session and You must pay for it in accordance with Clause 4, and You may only cancel any other Pet Service Session covered by that booking.

If You request that Your booking be cancelled, You must confirm this in writing via email, or by other written means (such as text).

If You cancel as allowed by this sub-clause 3.17, and You have already made any payment(s) to Us for the booking, We will refund the payment(s) to You within 14 days of receiving Your cancellation less the amount due for the Pet Service Session(s) covered by that booking that We have provided.

For this purpose, where any one or more Pet Service Sessions has been paid for as part of a package, then You may cancel such Pet Service Session(s) (either booked for any date(s) after that 14 day period or not yet booked), and We will refund for each such cancelled Pet Service Session the total package price amount paid divided by the total number of Pet Service Sessions in that package.

#### **4. Fees, Expenses and Payment**

- 4.1. You must pay in accordance with Our Price List for all Pet Service Sessions that We fully and correctly provide to You. Our Price List shows all travelling and other expenses incurred by Us or the Pet Service Team Member except for any expenses incurred by Us which these Terms and Conditions specifically require You to meet or reimburse to Us.
- 4.2. You may pay Us for Pet Service Sessions using any of the following methods:
  - 4.2.1. Bank transfer. ;
  - 4.2.2. Cash at time of consultation prior to commencing service;
  - 4.2.3. Card payment (if service is currently available);
- 4.3. We may alter Our prices without prior notice, but if the price of any Pet Service Session

increases between the time when You book it and the date of the Pet Service Session, the price increase will not apply to You for the Pet Service Session on that date.

- 4.4. All prices of Pet Service Sessions shown in the Price List are inclusive of any Value Added Tax if chargeable.
- 4.5. Where We properly incur any cost or expense to provide any items that You are required by sub-Clause 6.1.4 or sub-Clause 6.7.6 to provide which You have failed to provide, You must reimburse Us promptly in full for that cost or expense on request. We will for this purpose provide You with relevant invoices and/or receipts.
- 4.6. All veterinary fees under Clause 6, acceptance of these terms and conditions at time of booking means you agree to pay for all pet fees incurred and will cover any upfront costs. We will not be able to cover any veterinary fees. You agreed to provide us with your insurance details to pass on to your vet in this instance, or inform your vet to invoice you for the fees due or take payment over the phone at the time. Or we will take your pet to our own veterinary surgery where they will invoice you the full amount if you do not have insurance.

## **5. Eligibility to receive a Pet Service Session**

- 5.1. We only make any Pet Service Session available to a “Consumer” (as defined in Clause 1 above). Your completion of a Registration Form will be deemed to be Your confirmation that You will be a “Consumer” in connection with any request(s) by You to be provided with any Pet Service Session. If at any time We find that you are not a “Consumer”, We may without liability to You cancel Your registration forthwith by giving You a cancellation notice and You will not then be entitled to be provided with any further Pet Service Sessions. If at the time of such cancellation You have paid for Pet Service Sessions as a package but have not yet used one or more such Pet Service Sessions, We will refund You for those Pet Service Sessions not yet used and the refund will be for the number of package Pet Service Sessions not used pro rata to the total number of Pet Service Sessions in the package as a proportion of the price paid for the whole package.
- 5.2. We will not accept Your application to register or make any Pet Service Session available for You unless You are aged 18 or over. We may require evidence of Your age for that purpose.

## **6. Health, Safety, Welfare, Legal Requirements.**

- 6.1. For the purpose of any Pet Service Session You must:
  - 6.1.1. at all times comply with all Health & Safety Rules;
  - 6.1.2. where for any reason You have not complied with any Health & Safety Rules, disclose to Us any such non-compliance not less than 48 hours before the scheduled time of that Pet Service Session;
  - 6.1.3. when You request a booking for that Pet Service Session, and also not less than 48 hours before that Pet Service Session, ascertain and disclose to Us all Disclosable Health & Safety Information;
  - 6.1.4. provide at the start of Pet Service Session any items that in Our reasonable discretion We request when You make a booking, together with all such suitable pet food, medicine, litter, cleaning materials and equipment as is reasonably necessary for the proper care, cleaning and grooming of the Pet. This should include, without limitation, a first aid kit suitable for the Pet, a scooper and waste bags for removal of faeces where the Pet is a dog and the Pet Service Team Member is to walk the dog in a public place;
  - 6.1.5. ensure that where the Pet is a dog, at the commencement of each Pet Service Session and in compliance with the relevant law, the Pet has a collar with Your contact information inscribed on it or a plate or badge attached to it which We can use when taking the Pet outdoors for exercise;
  - 6.1.6. ensure that where the Pet is a dog, the Pet is microchipped and its details registered on an authorised database and
  - 6.1.7. ensure that where the Pet is a cat (England only), the Pet is microchipped and its details registered on an authorised database where the agreed Services

include taking the Pet outside of or away from Your Premises.

6.2. After You disclose it to Us, We will discuss with You the Disclosable Health & Safety Information and any non-compliance with any of the Health & Safety Rules which You disclose to Us, and We will inform You if We decide not to accept Your booking for that reason. If We do accept Your booking, You must act in accordance with any instructions provided by Us relating to the disclosed Health & Safety Information or the disclosed non-compliance with Health & Safety Rules.

6.3. If You before a Pet Service Session do not disclose to Us any Disclosable Health & Safety Information or any non-compliance with any of the Health & Safety Rules, and We then discover such undisclosed Disclosable Health & Safety Information or undisclosed non-compliance with Health & Safety Rules, We will be entitled not to provide some or all of that Pet Service Session or any other Pet Service Sessions and to treat any such Pet Service Sessions (or the affected part of it/them) as cancelled by You without notice, in which case We may make a charge to You for that cancelled Pet Service Session (or part of it) as set out in sub-Clause 3.11 above.

If that Pet Service Session is part of a package, We may also cancel any other remaining Pet Service Sessions in the package and in that case We will refund You for each of the remaining Pet Service Sessions that We cancel an amount equal to the total package price divided by the total number of Pet Service Sessions in the total package.

6.4. In any case where We properly consider that We should contact a veterinary surgeon to ensure the health and safety of the Pet, We will, except in an emergency where We consider that urgency renders it impracticable or unsafe to do so, endeavour to contact You before We do so to discuss the matter with You. If We are unable to contact You at all or within a reasonable time, We will be entitled to contact and engage a veterinary surgeon without having spoken to You about the matter.

6.5. The veterinary surgeon that We engage in any case will only be the veterinary surgeon whose name and contact details You have given to Us except that where You have not given Us any such details for any reason or We are not able to contact that veterinary surgeon within a reasonable time, or if our own veterinary surgery is closer, We will be entitled to contact and engage any other veterinary surgeon.

6.6. The "Disclosable Health & Safety Information" is all of the following information:

6.6.1 any medical, health, fitness, characteristic or behavioural issue (including anti-social behaviour or aggression), incontinence, lack of house training, excessive loud barking, whining or other noise, anxiety, sensitivity to loud noises, allergies, cleaning or grooming needs or any special need relating to the Pet, which, if not dealt with appropriately, is or might be a risk to the health, safety or welfare of the Pet, or to Our Pet Service Team Member or to any member of the public or other animal during a Pet Service Session, or might give rise to damage to Your Premises or to any of Your or the Pet Service Team Member's property;

6.6.3 type, breed, age and sex of the Pet and whether spayed or neutered; and

6.6.3 where sub-Clause 6.7.6 applies, details of the items, actions and instructions referred to in that sub-Clause.

6.7. The "Health & Safety Rules" are all of the following:

6.7.1. You must not request a booking for a Pet Service Session or permit a Pet Service Session to proceed unless all Your warranties set out in Clause 8 about the Pet are true;

6.7.2. You must ensure that at the start of a Pet Service Session the Pet is up to date with its vaccinations (as recommended by the British Veterinary Association);

6.7.3. You must provide Us with a contact phone number for You to use at any time

during a Pet Service Session and the phone number of a trusted third party that We can use in an emergency if unable to make contact with You at that time;

- 6.7.4. You authorise Us and accept that We may make decisions regarding the Pet's health and safety provided that We at all times act in the best interests of the Pet and that We take and act on the advice of a veterinary surgeon where in an emergency it is prudent to seek and receive medical advice in order that We can safeguard the Pet's health or safety;
- 6.7.5. We must engage a veterinary surgeon to provide any advice or treatment as anticipated by this Clause 6, whether or not in the circumstances We are also permitted or required by these Terms and Conditions to take any other step(s);
- 6.7.6. if, in relation to a Pet Service Session, to ensure the health or safety of the Pet it will be necessary for the Pet to be given any medication or any other act is required or any particular equipment or other item needs to be used, You must provide Us before that Pet Service Session with whatever medication, equipment or other item is needed for that purpose together with appropriate instructions; and
- 6.7.7. You must at the time of each booking or a package of Pet Service Session(s) provide Us with the name, address and phone number of Your nominated veterinary surgeon

## **7. Arrangements concerning Your Premises**

In relation to any Pet Sitting Visit:

- 7.1. You will grant permission to the Pet Service Team Member to occupy Your Premises during that Pet Service Session as reasonably necessary for the purposes of providing the Services;
- 7.2. You will ensure and You undertake to Us that Your Premises will be clean and fit for the Pet Service Team Member to visit for the allotted time period;
- 7.3. You will ensure that no person or pet, other than as specifically agreed when booking, will occupy any of Your Premises during any of that Pet Service Session;
- 7.4. You will inform Us when booking of anyone You expect to be coming to Your Premises in Your absence (i.e. friend, relative) at any time during that Pet Service Session and whether they have their own key;
- 7.5. We agree that no booking or anything in relation to it will constitute a lease to Us or the Pet Service Team Member, but instead that it will only be a licence for the Pet Service Team Member to occupy Your Premises as provided by sub-Clause 7.1 above, and that neither We nor any Pet Service Team Member will have any legal interest in Your Premises;
- 7.6. We will ensure that the Pet Service Team Member vacates Your Premises at the end of that Pet Service Session;
- 7.7. You will provide the Pet Service Team Member with a set of keys for Your Premises, and You will leave a spare set of keys with a neighbour/local contact/local friend or relative if You wish;
- 7.8. You will arrange for that or another neighbour/local contact/local friend or relative to act as Your nominated contact for the Pet Service Team Member to contact in an emergency to liaise with in your absence;
- 7.9. You will leave instructions for the safe use of Your electricity and gas services, show the Pet Service Team Member where the relevant meters, fuse boxes and cut-off switches are;
- 7.10. You will leave instructions on the location of Your water mains tap and means of access to your sewer system;

## 8. Your Warranties

- 8.1. You warrant and undertake to Us on booking and up to the start of each Pet Service Session that the Pet:
- 8.1.1. does not scratch, chew or bite, other than in relation to food;
  - 8.1.2. has never attacked another animal or a human;
  - 8.1.3. where it is a dog, has never been used as a guard dog, police dog, for hunting or for any purpose whereby it would be trained to attack;
  - 8.1.4. is not suffering from any illness which may be transmitted to or cause ill health to humans or other animals; and
  - 8.1.5. has been microchipped and its details registered on an authorised database and is wearing a collar and tag that includes your contact information, in compliance with the above requirements of these Terms and Conditions.
- 8.2. If We discover at any time that any of the warranties or undertakings in sub-Clause 8.1 are not true, We may, in addition to any other right or remedy that We may have in the circumstances, cancel any and all Pet Service Sessions booked by You for the Pet.

## 9. The Services We Provide

We will provide You with the Services on and subject to the following and all other provisions of the Terms and Conditions – services include Pet Sitting Visits and Dog Walking.

- 9.1. We will make every reasonable effort to ensure the good health, cleanliness, comfort, safety and happiness of the Pet in a caring, reliable and professional manner;
- 9.2. During any Pet Sitting Session for the Pet which is a dog, the Pet Service Team Member will walk the Pet (on its own, not with any other animal(s)), and the Pet Service Team Member will use a scooper to pick up the Pet's faeces expelled in a public place, will place it in a waste bag, and properly dispose of the waste bag in a suitable dustbin;
- 9.3. During any Dog Walking Session We will walk the Dog either alone or in a group of dogs unless We have agreed with You to provide that Dog Walking Session for the Dog on its own in which case, We will only walk it on its own. Where We walk the Dog in a group, the group will in no event exceed 6 dogs or, where Our insurance policy or any applicable laws or regulations only permit a fewer number, the group will not exceed that number
- 9.4. The Pet Service Team Member will use all necessary and suitable equipment that is made available by You whether or not it is equipment that We requested; We will ensure that waste bags are properly disposed of in suitable dustbins when walking your dog.
- 9.5. We will use the following items made available by You as necessary, suitable and/or as requested by Us: collar, leash, harness, coat, muzzle, feeding bowls, cleaning products and scoops and We will also feed the Dog using the food that You provide to Us for the purpose;
- 9.6. We will notify You of any occurrence relating to the Pet which may be relevant to the care and wellbeing of the Pet;
- 9.7. During each Pet Service Session the Pet Service Team Member will take all steps which are appropriate and necessary having regard to Our proper responsibilities as the provider of the Services;
- 9.8. The steps referred to in sub-Clause 9.7 will include action reasonably necessary in the interests of the health and safety of either the Pet or other animals, or dogs walked by us, or members of the public, or encountered when the Pet is a dog and it is being walked by the Pet Service Team Member, and any action reasonably necessary to prevent or curtail any nuisance caused by it when it is being walked or when it is in any internal or external part of Your Premises;

- 9.9. If the Pet is a dog, the Pet Service Team Member will only allow it to be off its leash outside Your Premises if You have given permission, but in any event, the Pet Service Team Member will do so only subject to any limitations that You impose, and the Pet Service Team Member will not in any circumstances allow it to be off its leash on a public highway;
- 9.10. We will comply with any local regulations limiting the walking of dogs in a given location;
- 9.11. We undertake to conform to the Professional Dog Walkers' Guidelines, as and to the extent applicable to Us as dog walkers.
- 9.12. When walking the Pet (where it is a dog), the Pet Service Team Member will keep with him/her the first aid kit provided by You for the Pet;  
We will discharge Our responsibilities under the Animal Welfare Act 2006 and other relevant legislation applicable to Pet Service Team Members;
- 9.13. We hold and will maintain appropriate insurance covering third party liability and the Pet while it is in Our custody, as follows:  
Pet Sitting, Dog Walking and other Pet Services. Public Liability of £1m.  
Our insurance does not cover emergency veterinary fees. You will need to make arrangements with your vet to cover any costs incurred at the time, and provide any insurance information, or in the case of using our own vet, be invoiced directly by our veterinarian or hold pet insurance to cover the fees.
- 9.14. Our Pet Service Team Member(s) is/are] suitably competent.
- 9.15. We will only carry out those duties and supply those services and facilities which these Terms and Conditions expressly provide for or contemplate as part of the Services.

## 10. Rules to be adhered to by the Pet Service Team Member using Your Premises

The following will apply in relation to any Pet Service Session:

- 10.1. We will be responsible for any act by any person invited by the Pet Service Team Member on to Your Premises for the Pet Service Team Member's personal or social reasons.
- 10.2. We will ensure that the Pet Service Team Member does not:
- 10.2.1. use any of Your Premises, or allow any of Your Premises to be used, for any illegal purpose;
  - 10.2.2. cause a nuisance or allow a nuisance to be caused on any of Your Premises;
  - 10.2.3. interfere, or allow others to interfere, with the reasonable peace, comfort or privacy of any of Your neighbours;
  - 10.2.4. sub-let (and We will not sub-let) any of Your Premises nor will We allow any person to live or temporarily stay unless You grant permission;
  - 10.2.5. keep any animal on Your Premises other than the Pet without Your permission; and
  - 10.2.6. cause or allow any damage to be caused to Your Premises.
- 10.3. We will ensure that the Pet Service Team Member:
- 10.3.1. maintains and restores Your Premises to a condition which is as clean and tidy as Your Premises are at the start of the Pet Service Session unless You provide a cleaner for that purpose;
  - 10.3.2. notifies You of any damage occurring to Your Premises or any contents thereof as soon as possible after it occurs;
  - 10.3.3. takes reasonable care of all fixtures, fittings and contents of Your Premises;

- 10.3.4. takes reasonable security measures to safeguard Your Premises and its contents as instructed by You;
  - 10.3.5. provides their own food and drink.
- 10.4. Since the Pet Service Team Member will hold keys to Your Premises, We will have a basic disclosure criminal record check carried out for the Pet Service Team Member.

## 11. **Events beyond our reasonable control**

- 11.1. We will not be liable for any failure or delay in performing Our obligations under the contract resulting from any cause beyond Our reasonable control.
- 11.2. If any event described under sub-Clause 11.1 occurs that is likely to adversely affect Our performance of any obligations under the contract, We will try to inform You as soon as is reasonably possible, Our obligations will be suspended and any time limits that We are bound by will be extended accordingly. We will inform You when that event is over and provide details of any new dates, times or availability of [a] Pet Service Session[s] as necessary. You may, without liability to Us, cancel any Pet Service Session[s] which [do][does] not take place due to that event, and We will refund in full the advance payment that You have made to Us for the cancelled Pet Service Session[s]. Where a cancelled Pet Service Session is part of a package, We will refund You for each such Pet Service Session an amount equal to the total price for the package divided by the total number of Pet Service Sessions in the package.

## 12. **Limitation of Liability**

- 12.1. We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable.
- 12.2. We provide or sell all Services to You only for Your personal and private use/purposes. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 12.3. We will not be liable for any incident or circumstances:
  - 12.3.1. in which the Pet contracts an illness or sustains injury or death; or
  - 12.3.2. caused by the Pet,provided that the occurrence or circumstance is not attributable to any negligence on Our part. Where, with Your prior consent and in accordance with any limitations You impose on Your consent, We allow the Dog to be unsupervised and have off leash access to the outdoors, that will not of itself be deemed to be negligent unless in the circumstances the particular occurrence or circumstance is reasonably foreseeable. This sub-Clause 12.3 is subject to sub-Clause 12.4.
- 12.4. Our total liability in connection with any particular contract for Services for any loss or damage caused as a result of Our negligence or breach of these Terms and Conditions by Us is limited to £1m.
- 12.5. Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by
- 12.6. Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.
- 12.7. Furthermore, if you are a “consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:

- 12.7.1. the Consumer Rights Act 2015;
- 12.7.2. the Regulations;
- 12.7.3. the Consumer Protection Act 1987; or
- 12.7.4. any other consumer protection legislation

as that legislation is amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standards Office.

### **13. Changes to Terms and Conditions**

We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

### **14. How We use Your Personal Information (Data Protection)**

We will only use Your personal information as set out in Our Privacy Policy available from <https://muttmeisters.co.uk/privacy-policy/>.

### **15. Regulations**

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your registration and/or make a booking) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your request to register and/or make a booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

### **16. Information**

As required by the Regulations:

- 16.1. all of the information described in Clause 15; and
- 16.2. any other information which We give to You about any of the Services or Ourselves and Our business which You take into account when deciding to make a booking or when making any other decision about Pet Service Sessions;

will be part of the terms of Our contract with You as a Consumer.

### **17. Complaints**

We always welcome feedback from You and, whilst We always use all reasonable endeavours to ensure that Your experience as Our client is a positive one, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about Our Services or any other complaint about Us, please raise the matter with Anne Donnelly who can be contacted by email [anne@muttmeisters.co.uk](mailto:anne@muttmeisters.co.uk).

### **18. No Waiver**

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

### **19. Severance**

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

**20. Law and Jurisdiction**

- 20.1. These Terms and Conditions, each booking contract, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 20.2. As a consumer, You will benefit from any mandatory provisions of the law in Your country of residence. Nothing in Sub-Clause 20.1 above takes away or reduces Your rights as a consumer to rely on those provisions.
- 20.3. Any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions, any booking contract, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, and Wales, as determined by Your residency.