

These are SixMileBridge Boarding Kennels' (the "Kennels" and "we" and "us") standard Terms and Conditions (the "Terms and Conditions"). These Terms and Conditions govern your use of the Kennel's services. These Terms and Conditions, together with the Kennel's booking form (the "Booking Form"), form our agreement (the "Contract") with you.

1. Acceptance of Terms and Conditions and the Contract

- 1.1 Payment of the Non-refundable Deposit or payment of the full Charges, whichever is the earlier, will constitute your acceptance of these Terms and Conditions and the Contract.
- 1.2 By acknowledging that you have read these Terms and Conditions, you certify that all the information contained on the Booking Form is complete and accurate and that you agree to be bound by the Contract.

2. Arrival and Departure

- 2.1 In the interests of safety and security, all arrival and departures times must be arranged with us, in advance.
- 2.2 Whilst we endeavour, where possible, to provide some flexibility in accommodating your preferred time for dropping off and collecting your dog, arrival and departure times are generally between 9.00am and 7.00pm.
- 2.3 We may, at our sole discretion and subject to an additional charge, agree to the drop-off or collection of your dog outside the normal hours stated in clause 2.2 above. Any such out-of-hours drop-off or collection is strictly subject to prior arrangement and agreement.
- 2.4 Dogs must be kept on a lead at all times unless in their pen, including upon arrival and departure.
- 2.5 On the day of departure, unless otherwise agreed, you will collect your dog before 10.30am.

3. Dog Health

- 3.1 All dogs must have been treated for fleas and worms in the last three (3) months. You will confirm this to us prior to your dog's stay at the Kennels.
- 3.2 All dogs must be fully vaccinated to stay at the Kennels. You will provide evidence of your dog's vaccination records, prior to your dog's stay at the Kennels and such vaccinations shall include vaccinations against Distemper, Parvovirus, Hepatitis, Leptospirosis and Kennel Cough.
- 3.3 No dog will be admitted to stay at the Kennels in the event that they:
 - 3.3.1 display symptoms of illness;
 - 3.3.2 do not have up to date vaccinations,
 - 3.3.3 are on heat,
 - 3.3.4 have not been neutered.
- 3.4 You will provide the name, address and phone number of your veterinary practice prior to your dog's stay at the Kennels.
- 3.5 Prior to your dog's stay at the Kennels, you will inform us:
 - 3.5.1 of any health problems your dog has
 - 3.5.2 of any health concerns you have about your dog;
 - 3.5.3 if your dog is taking any medication and provide the details of such medication and what medication your dog will require during its stay at the Kennels.



- 3.6 In the event that your dog becomes ill or injured during its stay in the Kennels, and in our sole and absolute discretion your dog requires the professional attention of a licensed veterinarian, you agree and accept that:
 - 3.6.1 We will seek immediate medical attention for your dog by a licensed veterinarian;
 - 3.6.2 we will inform you as soon as practicable;
 - 3.6.3 you will be wholly responsible for any and all associated/connected fees, cost, charges and disbursements with regard to your dog's treatment by a veterinarian;
 - 3.6.4 you will hold the Kennels, its principals, employees and agents harmless from any and all liability, including in the event that your dog dies.

4. Dog Behaviour

- 4.1 Prior to your dog's stay at the Kennels, you will inform us of the following:
 - 4.1.1 If your dog has recently shown changes in its behaviour and the details of such changes;
 - 4.1.2 if your dog has ever bitten someone or another dog;
 - 4.1.3 if your dog is nervous and/or aggressive, including towards other dogs;
 - 4.1.4 if your dog barks a lot;
 - 4.1.5 if your dog shows signs of separation anxiety and if so, what form that takes;
 - 4.1.6 if your dog can socialise and/or be walked with other dogs; and
 - 4.1.7 whether your dog has good recall.
- 4.2 Prior to your dog's stay at the Kennels, you will inform us of the following:
 - 4.2.1 if your dog tries to escape enclosures;
 - 4.2.2 if your dog can jump over a 5 feet high fence;
 - 4.2.3 if your dog tries to burrow/dig.

5. Diet

- 5.1 In the interests of your dog's routine, health and wellbeing, we do not provide food. You will provide sufficient food for your dog's stay at the Kennels.
- 5.2 We will cater to a dog's feeding routine. You will inform us prior to your dog's stay at the Kennels with details of the food to be fed to your dog, including the type, amount and frequency.
- 5.3 You will inform us of any and all special dietary requirements of your dog, prior to your dog's stay at the Kennels.

6. Accommodation and Facilities

- 6.1 Each dog has an individual, indoor, sleeping area, which is shut at night to keep your dog safe, secure and warm. The sleeping area is heated in winter months.
- 6.2 Your dog's sleeping area will be cleaned on a daily basis and more frequently, where necessary.
- 6.3 We provide food and water bowls.
- 6.4 We do <u>not</u> provide bedding. In the interests of your dog's routine, familiarity and wellbeing, please bring your dog's usual bedding with you so that your dog has some familiar home comforts for its stay in Kennels. Please do not bring any items of value.
- 6.5 Your dog will have access on a daily basis to an indoor run and such access will be based upon the requirements and information that you set out in the Booking Form.

7. Exercise

7.1 We will endeavour to walk your dog twice a day, but this may be reduced to once a day, where the weather is in our view particularly bad. In such circumstances, alternative, indoor exercise will be provided.



- 7.2 In the event that you wish your dog to be walked more frequently than twice a day, please inform us in advance. This may be arranged for an additional charge.
- 7.3 Dogs will be walked only on a lead. You must provide us with a lead in order that we may safely walk your dog.
- 7.4 Dogs will be walked on their own, unless they are being accommodated with another dog from the same family, in which case, we may walk them together, unless instructed to the contrary.
- 7.5 We will not walk more than two (2) dogs at the same time.
- 7.6 You may wish to bring your dog's toys in order to bring additional familiarity, comfort and entertainment. Prior to your dog's stay at the Kennels, you will inform us if your dog can be left unsupervised with its toys.

8. Photos and Social Media

- 8.1 We agree to send a photo of your dog to you each day, for the duration of your dog's stay at the Kennels, where this has been indicated on the Booking Form. We will send such photos to you by the preferred method, including by WhatsApp and Facebook.
- 8.2 We will not post a photo of your dog on our website or on social media, unless you have consented to this on the Booking Form.

9. Charges, Deposit and Payment

- 9.1 "Charges" means our charges for providing boarding kennel services to you in respect of your dog.
- 9.2 All Charges are payable in full seven (7) days prior to the start of your dog's stay at the Kennels.
- 9.3 In the event that you book seven (7) days or fewer than seven (7) days prior to the start of your dog's stay at the Kennels, all Charges will be payable in full within 24 hours of you receiving your Booking Acceptance, otherwise your booking will not be confirmed.
- 9.4 We reserve the right to cancel your booking in the event that Charges are not paid up in full seven (7) days prior to the start of your dog's stay at the Kennels.
- 9.5 Charges may be paid in cash or by bank transfer only. We do not accept any other form of payment.
- 9.6 There is a minimum booking period and charge of two (2) days' boarding at off-peak times. There is a minimum booking period and charge of three (3) days' boarding during the following peak times:(a) Easter, (b) summer (for the period 1 June to 31 August inclusive) and (c) Christmas and New Year (for the period 20 December to 6 January inclusive).
- 9.7 Day boarders are charged the same rate as a one (1) night stay.
- 9.8 A full days' boarding is charged for the day of arrival and the day of departure, subject to clause 9.9 below.
- 9.9 On the day of departure, in the event that you collect your dog before 10.30am there will be no Charge for that day.
- 9.10 In order to confirm a booking, a **non-refundable deposit** ("**Non-refundable Deposit**") is payable within three (3) days of you receiving your acceptance of booking e-mail ("**Booking Acceptance**"). The Non-refundable Deposit for a Kennel is ten Euros (€10) per night.
- 9.11 Upon receipt of your Non-refundable Deposit or payment of the full Charges, as applicable, we will send to you a confirmation of booking e-mail ("Booking Confirmation").
- 9.12 If the Non-refundable Deposit is not received within three (3) days of you receiving your Booking Acceptance, your Booking Acceptance may be cancelled.

10. Cancellations and Changes

10.1If you need to cancel or change a booking you must provide more than seven (7) days' written notice (-which may include by email) before the commencement date of your dog's stay at the Kennels.



- 10.2 You agree and accept that in the event that seven (7) days' written notice is not provided, you may be charged for and you accept that you will be responsible for payment of the full period of the booking.
- 10.3 You agree and accept that cancellations made on or within five (5) days prior to the day of arrival of your dog at the Kennels, will be charged at one hundred percent (100%) of the total Charges for the relevant booking ("Late Cancellation Charge").
- 10.4 You agree and accept that if you make a change to a booking on or within seven (7) days prior to arrival and the number of days is less than originally booked, we reserve the right to charge the full Charges for the relevant original booking ("Late Change Charge").
- 10.5If you are changing a booking, we cannot guarantee that your new booking dates will be available.
- 10.6 You agree and accept that in the event of a dog being removed by you before the end of the period booked, you will be charged the full Charges in respect of the full period booked. We will not refund any Charges to you.

11. Insurance

- 11.1 All dogs staying at the Kennels will be covered by our insurance policy.
- 11.2We recommend that you additionally insure your dog(s) and inform your vet of your dof's stay with

12. Limitation of Liability

THE PROVISIONS OF THIS CLAUSE ARE IMPORTANT. THEY AFFECT YOUR LIABILITY AND OUR LIABILITY.

- 12.1Nothing in this Contract will exclude or limit either party's liability in respect of any liability which may not otherwise be lawfully excluded or limited.
- 12.2You accept that your dog is boarded entirely at your own risk.
- 12.3Whilst all due and reasonable care is taken of your dog during its stay at the Kennels, you accept that the Kennels, its principals, employees and agents will not be liable in the event that whilst in our care:
 - 12.3.1 your dog escapes;
 - 12.3.2 your dog becomes ill or is injured;
 - 12.3.3 your dog dies;
 - 12.3.4 your dog requires medical attention from a veterinarian;
 - 12.3.5 your dog is euthanised following the recommendation of a veterinarian;
 - 12.3.6 your dog is bitten and/or attacked by another dog; or
 - 12.3.7 your dog causes damage to a third party's property.
- 12.4In the event that a dog is not collected within fourteen (14) days of the agreed departure date and no prior or further agreement has been reached between the parties with regard to an extended stay, we reserve the right to make alternative arrangements in respect of your dog, including re-homing.

13. Data Protection

- 13.1We will comply with all applicable data protection, privacy and electronic marketing legislation, including GDPR (Regulation (EU) 2016/679 as it forms part of the law of the Republic of Ireland) and any codes of practice relating to the same (collectively "Data Protection Legislation").
- 13.2You agree that the data ("Your Information") that we may collect and keep is as follows: your name, your email address, your home address, your landline number (-if applicable), your mobile number, your dog's/dogs' details; the name, address, e-mail address and telephone number of your veterinary; and the name, address, e-mail address and telephone number of the person you put in



- charge in case of an emergency. (NB: you must make sure your emergency contact gives their consent for us to use their information.)
- 13.3 You have the right to have inaccurate personal data rectified or completed. In the event that you want us to rectify or complete your personal data, you agree to let us know by e-mail.
- 13.4You have the right to have your personal data erased, subject to our right of retention in order to comply with applicable laws. In the event that you want us to delete your personal data, you agree to let us know by e-mail.
- 13.5 You agree and accept that we use Your Information in respect of your booking, the management and administration of our business, including our invoicing, accounting and in case of emergency during your dog's stay at the Kennels.
- 13.6We will keep Your Information for a maximum of six (6) years after your dog stayed at the Kennels.
- 13.7We will not give Your Information to any other parties, unless (a) it is required to be disclosed by a government body or court of competent jurisdiction or relevant regulatory authority, or by operation of law, or (b) it is required in order for us to protect ourselves, our property or our rights.

14. Miscellaneous

- 14.1No variation of this Contract shall be effective unless expressly agreed to by each of the parties, in writing.
- 14.2 You agree that in the event a dispute arises in connection with this Contract, we will attempt in good faith to resolve such dispute by way of negotiation; and in the event we are unable to resolve such dispute by negotiation, we will attempt in good faith to resolve the dispute by way of mediation.
- 14.3This Contract shall be governed by and construed in accordance with the laws of the Republic of Ireland.