



These are Sixmilebridge Cattery (the “Cattery” and “we” and “us”) Terms and Conditions (the “**Terms and Conditions**”). These Terms and Conditions govern your use of the Cattery’s services. These Terms and Conditions, together with the Cattery’s booking form (the “**Booking Form**”) and the Booking Confirmation, 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 cat, 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 cat 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 Cats must be kept in a carrier 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 cat before 10.30am.

## **3. Cat Health**

- 3.1 All cats must be fully inoculated against cat flu (feline herpesvirus and feline calicivirus) and feline enteritis and must be kept up to date with the annual booster. You will confirm this to us prior to your cat’s stay at the Cattery. On arrival we will require evidence, typically in the form of a vaccination card or certificate which can be obtained from your vet or pet vaccination clinic. There will be no exceptions to this term. For the avoidance of doubt, please note that only vaccinated kittens can be accepted.
- 3.2 Cats should be flea and worm treated prior to boarding. Details of products and dates administered for fleas and worms must be given on each boarding admission. All cats will be inspected upon arrival. You acknowledge that we will treat any cat found to have fleas or worms and you agree that the cost thereof will be charged to you accordingly.
- 3.3 We do not accept unneutered males over 9 months old.
- 3.4 No cat will be admitted to stay at the Cattery in the event that they:
  - 3.4.1 display symptoms of illness;
  - 3.4.2 do not have up to date vaccinations,
  - 3.4.3 have not been neutered, subject to clause 3.3.
- 3.5 You will provide the name, address and phone number of your veterinary practice prior to your cat’s stay at the Cattery.
- 3.6 Prior to your cat’s stay at the Cattery, you will inform us:
  - 3.6.1 of any health problems your cat has
  - 3.6.2 of any health concerns you have about your cat;
  - 3.6.3 if your cat is taking any medication and provide the details of such medication and what medication your cat will require during its stay at the Cattery.

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- 3.7 For the avoidance of doubt, please inform us of the following: age related issues, allergies, anxiety, arthritis, deafness, diabetes, digestive problems, disabilities and sight problems.
- 3.8 In the event that medication needs to be administered to your cat, we can undertake this, subject at all times to (a) the animal accepting the medication without resistance, and (b) the relevant medication can be administered by a non-veterinary individual.
- 3.9 In the event that your cat becomes ill or injured during its stay in the Cattery, and in our sole and absolute discretion your cat requires the professional attention of a licensed veterinarian, you agree and accept that:
  - 3.9.1 we will seek immediate medical attention for your cat by a licensed veterinarian;
  - 3.9.2 we will inform you as soon as practicable;
  - 3.9.3 you will be wholly responsible for any and all associated/connected fees, cost, charges and disbursements with regard to your cat's treatment by a veterinarian;
  - 3.9.4 you will hold the Cattery, its principals, employees and agents harmless from any and all liability, including in the event that your cat dies.

#### **4. Cat Behaviour**

- 4.1 Prior to your cat's stay at the Cattery, you will inform us of the following:
  - 4.1.1 If your cat has recently shown changes in its behaviour and the details of such changes;
  - 4.1.2 if your cat is known to be nervous, aggressive or has any specific dislikes.

#### **5. Diet**

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

#### **6. Accommodation and Facilities**

- 6.1 Each cat has an individual, indoor, sleeping area, which is shut to keep your cat safe, secure and warm. The sleeping area is heated in winter months.
- 6.2 Only cats from the same household may be boarded together. In the event that cats from the same household sharing a pen appear not to be compatible, including as a result of fighting, we reserve the right to house the cats in separate pens. You agree that you are responsible for any and all extra costs incurred.
- 6.3 Your cat's sleeping area will be cleaned on a daily basis and more frequently, where necessary.
- 6.4 We provide:
  - 6.4.1 food and water bowls, and
  - 6.4.2 litter and litter trays.
- 6.5 We have bedding available, but strongly encourage you to bring at least one item of your cat's bedding, so that your cat has the comfort of something that is familiar. Please do not bring any items of value.
- 6.6 You may wish to bring your cat's toys, treats and scratching posts in order to bring additional familiarity and entertainment.

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## 7. Photos and Social Media

- 7.1 We agree to send a photo of your cat to you each day, for the duration of your cat's stay at the Cattery, where this has been indicated on the Booking Form. We will send such photos to you by your preferred method, but which methods are limited to either e-mail, WhatsApp and Facebook.
- 7.2 We will not post a photo of your cat on our website or on social media, unless you have consented to this on the Booking Form.

## 8. Charges, Deposit and Payment

- 8.1 "**Charges**" means our charges for providing boarding and/or day care cattery services to you in respect of your cat.
- 8.2 All Charges are payable in full seven (7) days prior to the start of your cat's stay at the Cattery.
- 8.3 In the event that you book seven (7) days or fewer than seven (7) days prior to the start of your cat's stay at the Cattery, all Charges will be payable in full within 24 hours of you receiving your Booking Acceptance, otherwise your booking will not be confirmed.
- 8.4 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 cat's stay at the Cattery.
- 8.5 Charges may be paid in cash or by bank transfer only. We do not accept any other form of payment.
- 8.6 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).
- 8.7 Day boarders are charged the same rate as a one (1) night stay.
- 8.8 A full days' boarding is charged for the day of arrival and the day of departure, subject to clause 8.9 below.
- 8.9 On the day of departure, in the event that you collect your cat before 10.30am there will be no Charge for that day.
- 8.10 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 / message ("**Booking Acceptance**"). The Non-refundable Deposit for a standard lodge is five Euros (€5) per night. The Non-refundable Deposit for a large lodge is ten Euros (€10) per night.
- 8.11 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**").
- 8.12 If the Non-refundable Deposit is not received within three (3) days of you receiving your Booking Acceptance, your Booking Acceptance may be cancelled.

## 9. Cancellations and Changes

- 9.1 If 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 cat's stay at the Cattery.
- 9.2 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.
- 9.3 You agree and accept that cancellations made on or within five (5) days prior to the day of arrival of your cat at the Cattery, will be charged at one hundred percent (100%) of the total Charges for the relevant booking ("**Late Cancellation Charge**").
- 9.4 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**").

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- 9.5 If you are changing a booking, we cannot guarantee that your new booking dates will be available.
- 9.6 You agree and accept that in the event of a cat 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.

## 10. Insurance

- 10.1 All cats staying at the Cattery will be covered by our insurance policy.
- 10.2 We recommend that you additionally insure your cat(s) and inform your vet of your cat's stay with us.

## 11. Limitation of Liability

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

- 11.1 Nothing 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.
- 11.2 You accept that your cat is boarded entirely at your own risk.
- 11.3 Whilst all due and reasonable care is taken of your cat during its stay at the Cattery, you accept that the Cattery, its principals, employees and agents will not be liable in the event that whilst in our care:
- 11.3.1 your cat escapes;
  - 11.3.2 your cat becomes ill or is injured;
  - 11.3.3 your cat dies;
  - 11.3.4 your cat requires medical attention from a veterinarian;
  - 11.3.5 your cat is euthanised following the recommendation of a veterinarian.
- 11.4 In the event that a cat 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 cat, including re-homing.

## 12. Data Protection

- 12.1 We 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**").
- 12.2 You 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 cat's/cats' 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.)
- 12.3 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.
- 12.4 You 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.
- 12.5 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 cat's stay at the Cattery.
- 12.6 We will keep Your Information for a maximum of six (6) years after your cat stayed at the Cattery.

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12.7 We 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.

### **13. Miscellaneous**

13.1 No variation of this Contract shall be effective unless expressly agreed to by each of the parties, in writing.

13.2 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.

13.3 This Contract shall be governed by and construed in accordance with the laws of the Republic of Ireland.

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