



**TERMS AND CONDITIONS OF BOARDING**

THIS AGREEMENT IS BETWEEN: COALFORD CANINE RETREAT having business premises at Coalford Croft, Peterculter, Aberdeenshire, AB14 0LT (hereinafter referred to as CCR) and THE OWNER.

**1.0 DEFINITIONS**

- CCR – THE SERVICE provider.
- THE OWNER – The person signing this document who has exclusive or shared ownership of THE DOG being boarded.
- THE SERVICE – The provision of dog boarding located at Coalford Croft, Peterculter, Aberdeenshire, AB14 0LT.
- THE DOG – THE OWNER's dog or dogs being boarded as part of THE SERVICE.
- BOOKING – The commitment made by THE OWNER and accepted by CCR for the provision of THE SERVICE.
- BOOKING PERIOD – The duration of a BOOKING as agreed between THE OWNER and CCR.
- BOOKING CHARGE – The total charge for a BOOKING

**2.0 YOUR CONTRACT**

By signing this document and/or confirming a BOOKING, THE OWNER accepts these terms and conditions and confirms that they will be strictly complied with for any current or future BOOKING.

**3.0 BOOKING CONFIRMATION AND PAYMENT**

Payment of a non-refundable deposit equating to 50% of the BOOKING CHARGE is required from THE OWNER to confirm a BOOKING.

THE OWNER will settle the balance of the BOOKING CHARGE on or before collection of THE DOG from CCR. All payments will be in GB Pounds Sterling by debit/credit card, cheque or by bank transfer to the following account:

Account Name: Coalford Canine Retreat  
Sort Code: 83-15-31  
Account No.: 18082587

**4.0 RATES**

CCR's Daily Rates, as advised at the time of BOOKING, are charged on a per day basis for each day or part day that THE SERVICE is provided. This includes day of arrival of THE DOG and day of collection of THE DOG.

A 20% premium is added to the applicable Daily Rates from the 24<sup>th</sup> December to the 3<sup>rd</sup> January.

If the collection date is brought forward for any reason the full BOOKING CHARGE will still apply. If the collection date is extended for any reason CCR must be notified immediately to ensure they have sufficient capacity to accommodate any extension. Additional days will be charged at the applicable daily rate. Should CCR have insufficient capacity to accommodate an extension, THE OWNER or the emergency contact named by THE OWNER shall collect THE DOG at the end of the BOOKING PERIOD.

If the drop off date is delayed for any reason the full BOOKING CHARGE will still apply.

## **5.0 CANCELLATION**

Cancellations must be notified in writing to CCR.

- If notification of cancellation is received more than 4 weeks before the start of the BOOKING PERIOD, THE OWNER will incur no further charges other than the non-refundable deposit.
- If notification of cancellation is received less than 4 weeks before the start of the BOOKING PERIOD, THE OWNER will be liable for the full BOOKING CHARGE.

CCR would recommend THE OWNER has separate insurance to cover such eventualities.

## **6.0 EXCLUDED DOGS**

No dog detailed in the Dangerous Dogs Act 1991 or dog hybrids prohibited from ownership under the Dangerous Wild Animal Act 1976 (e.g. Wolf Hybrids) can be accepted for boarding. No puppy under the age of 12 months can be accepted for boarding.

For the safety and wellbeing of staff and other boarders CCR cannot accept THE DOG for boarding if it has an aggressive and/or destructive temperament. Should THE DOG display any signs of aggressive or destructive behaviour that, in CCR's sole opinion, presents any risk of injury to staff, other boarders or damage to any facilities CCR will request that THE OWNER or the emergency contact named by THE OWNER removes THE DOG immediately. In such instances THE OWNER will be liable for the full BOOKING CHARGE and the cost of any injuries or damage caused by THE DOG and shall indemnify CCR in full for such injuries or damage. Should THE OWNER or the emergency contact fail to collect THE DOG within seven days of CCR's request to remove THE DOG (or such earlier date should CCR consider it reasonable to do so for the safety of its staff, visitors and other dogs), CCR shall have the right to notify the relevant authorities about THE DOG's behaviour and permit such authorities to take the appropriate action and/or transfer THE DOG to an appropriate facility.

## **7.0 HEALTH AND WELLBEING**

The health and wellbeing of all residents are a priority at CCR. THE DOG cannot be accepted for boarding without a valid and up to date vaccination record being shown upon or before arrival. Vaccination records must be signed off by a qualified veterinary surgeon. THE DOG must be fully inoculated against Distemper, Parvovirus, Hepatitis, Leptospirosis and Parainfluenza. If THE DOG arrives without a valid vaccination record it will not be permitted to board and the BOOKING will be cancelled immediately and THE OWNER will be liable to pay the full BOOKING CHARGE.

CCR recommends but does not insist on a Kennel Cough (Infectious Tracheobronchitis) vaccination, please consult with a veterinary surgeon for advice. If THE DOG has been vaccinated for Kennel Cough it must be at least two weeks before the start of the BOOKING PERIOD to be effective and to negate the risk to other boarders of contracting Kennel Cough from the vaccine.

CCR will never knowingly accept any boarder with Kennel Cough but as incubation can exceed 10 days it may not be detectable prior to arrival and THE OWNER accepts this risk.

CCR is located in a rural environment and, for the wellbeing of all our residents, requires that THE DOG be treated for fleas, ticks and worms prior to arrival.

CCR reserves the right to refuse THE DOG for boarding if it appears to be unwell without prior notification and agreement. In such instances THE OWNER will be liable for the full BOOKING CHARGE. When required CCR are happy to administer medication supplied by THE OWNER when provided with clear written instructions regarding dosage and frequency.

CCR employ the highest standards of cleanliness and hygiene however THE OWNER acknowledges there is always an increased risk of disease transmission within a boarding establishment. THE OWNER also accepts that, regardless of circumstances, THE DOG is boarded entirely at THE OWNER's risk.

Whilst every reasonable effort will be made to contact THE OWNER, or an emergency contact named by THE OWNER, in the event of an emergency CCR reserve the right to make decisions regarding THE DOG's health and wellbeing provided that CCR are acting in the best interests of THE DOG and on the advice of a qualified veterinary surgeon. During the BOARDING PERIOD if THE DOG becomes unwell, has an accident, injures itself or seems to be in any type of pain or discomfort, CCR reserves the right for THE DOG to seek treatment by a qualified veterinary surgeon and THE OWNER agrees to be responsible for payment of any and all 3<sup>rd</sup> party fees and costs incurred.

## **8.0 CCR's RESPONSIBILITIES**

CCR will:

- Ensure THE DOG has access to fresh water at all times.
- Ensure THE DOG is fed in accordance with THE OWNERS's reasonable instructions.
- Ensure THE DOG receives medication and/or supplements in accordance with THE OWNERS's reasonable instructions.
- Ensure THE DOG is exercised and/or walked, outside the accommodation unit, three to four times per day depending on their requirements.
- Ensure THE DOG sleeps in a dry, secure and insulated environment that has a regulated temperature and natural ventilation.
- Ensure THE DOG has use of a secure external run area exclusive to the booked accommodation unit.
- Take all necessary steps to ensure the health, safety, security and comfort of THE DOG.
- Take all reasonable steps ensure the health and safety of THE DOG, staff members and visitors of CCR and other dogs boarding at CCR.

## **9.0 THE OWNER's RESPONSIBILITIES**

THE OWNER will:

- Ensure THE DOG has a valid and up to date vaccination record and that THE DOG's flea / tick and worming treatments are up to date.
- Ensure all information on the Booking Form is complete, true, accurate and up to date.
- Ensure any medication or supplements are provided for the duration of THE DOG's stay.
- Ensure THE DOG has a collar, tag and lead that are in a good state of repair and are in accordance with the legal requirements for dog ownership. During their stay CCR may provide THE DOG with an additional tag stating CCR's contact details and THE OWNER permits CCR to place this additional tag on THE DOG.

- Provide bedding (preferably unwashed) and any other familiar toys, food dishes etc. that will help THE DOG to settle into its new environment. CCR can provide all these items if required. CCR cannot accept any liability for loss or damage to any items provided by THE OWNER.
- Provide food for the duration of THE DOG's stay.
- Co-operate with CCR in all matters relating to THE SERVICE.

#### **10.0 DROP OFF AND COLLECTION**

In order to maintain the daily routine for the boarders all drop offs and collections in respect of a BOOKING shall be between the hours of 10am and 4pm. CCR would recommend drop offs be in the morning in order to give THE DOG time to acclimatise and have some fun before settling down for the night. Drop offs or collections out with these times will be by prior agreement with CCR only.

Should THE OWNER be unable to collect THE DOG in person and wishes to send a representative to collect THE DOG, CCR must be notified in advance. THE OWNER must name the representative in advance. The representative collecting THE DOG must have proof of identity. CCR shall have the right to refuse the collection of THE DOG should it not be satisfied as to whether the person collecting THE DOG is authorised by THE OWNER to collect THE DOG. CCR requires the representative to provide the booking reference, details of THE DOG and the full name of THE OWNER when requesting to collect THE DOG in order for CCR to be satisfied that THE OWNER genuinely wishes for this representative to collect THE DOG and for CCR to be able to identify the representative.

If THE DOG has not been collected within seven days of the end of the BOOKING PERIOD without prior notification from THE OWNER, CCR reserves the right to transfer THE DOG to an alternative facility if all reasonable attempts to contact THE OWNER have failed during such seven day period.

#### **11.0 RELEASE AND INDEMNITY OF CCR**

CCR hold appropriate insurance coverage in respect of THE SERVICE being provided, details are available on request.

Subject to its obligation to provide THE SERVICE, THE OWNER releases CCR, its employees and agents from any liability to THE OWNER (regardless of who is at fault) for any loss, injury or damage incurred by THE OWNER by reason of this Agreement.

THE OWNER hereby indemnifies and shall keep indemnified CCR, its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by THE OWNER by reason of this Agreement.

CCR shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances CCR shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues beyond the BOOKING PERIOD, THE OWNER may cancel THE SERVICE immediately by written notice to CCR and THE OWNER shall not be liable to pay the BOOKING CHARGE for the days THE SERVICE was not provided by CCR due to circumstances or causes beyond CCR's reasonable control.

Other than in relation to death or personal injury caused by negligence or fraud or fraudulent misrepresentation, in no event shall CCR's aggregate liability arising out of or related to the performance, non-performance or defective performance of THE SERVICE exceed 100% of the BOOKING CHARGE under the relevant BOOKING whether in contract, delict, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with this Agreement.

Notwithstanding any other term or condition in this Agreement, in no event shall CCR be liable for any loss of profits, loss of sales of business, loss of agreements or contracts, loss of anticipated savings, loss of enjoyment, loss of or damage to goodwill and/or indirect or consequential loss.

## **12.0 PERSONAL DATA**

When THE OWNER confirms a BOOKING, he or she passes his or her personal information such as name, home address, e-mail address, telephone number and in some instances credit/debit card number, security code and expiry date to CCR. This information allows CCR to confirm a BOOKING and to contact THE OWNER about THE DOG and THE SERVICE. THE OWNER's identity may be shared with a veterinary surgeon and/or CCR's insurance company if required and/or Aberdeenshire Council Dog Warden on a premises inspection to ensure that CCR are complying with local legislation. CCR will not share or sell any personal data with any other company or individual. Should THE OWNER have any concerns relating to his or her personal data or wishes for it to be deleted, he or she should contact CCR's data protection officer, Jeanette Grant, 07522 849050, info@coalford.com.

CCR may, from time to time, send THE OWNER updates on THE SERVICE being offered from time to time by CCR if THE OWNER has opted in to such updates. Please let CCR's data protection officer know if you wish to change your mind and opt out of such updates.

## **13.0 GOVERNING LAW**

This Agreement shall be governed by the laws of Scotland. Any dispute may be settled in the courts of that country.

Both parties have read, understood and agree to these Terms and Conditions of Boarding.

THE OWNER	COALFORD CANINE RETREAT
Name:	Name:
Signature:	Signature:
Date:	Date:



**Data Protection Notice and Permission to hold contact details for all clients of Coalford Canine Retreat (CCR) as filed with the General Data Protection Register**

To comply with the current legislation on data protection we must tell you what personal data we hold about you, why we hold it and have your permission to retain it. We need to store data about clients to ensure we can contact them by mail, telephone or email:

We only hold information about you or your dog/s which has been provided to us by you on the Booking Form. For the smooth and efficient running of Coalford Canine Retreat we need to keep a record of:

- Your name and address
- Your landline and mobile telephone numbers
- Your email addresses
- Contact details of another responsible person in case of emergency
- The details of your pets
- The name and telephone number of your veterinary surgeon

We will only use this information for the following purposes with your permission

- In an emergency
- About booking reminders
- About invoicing and payment issues
- Very occasional updates about services offered or developments at Coalford Canine Retreat.

Any data we hold in both paper and electronic format will be kept secure and not be provided to any person or business except as required by law with the exception of:

- any relevant information required by a veterinary surgeon in the event of emergency treatment
- Inspection by Aberdeenshire Council Dog Warden on premises inspection to ensure that we are complying with local legislation.
- any relevant information required by our insurers in the event of a claim.

You may request to see all the personal data that we hold on you at any time. We only keep your data for the reasons outlined above and we will destroy your data if we have had no contact with you for 3 years.

**We use CCTV to monitor the buildings at Coalford Croft, Peterculter, Aberdeenshire, AB14 0LT**

The purpose of CCTV is to enhance the security of:

- our property
- The canine guests of Coalford Canine Retreat
- Motorhomes belonging to Coalford Campers Ltd.

Constant recordings are taken of the site. Therefore, all visitors will be recorded during their visits to Coalford Croft. These recordings will only ever be used to assist police during any investigation into any unlikely event of a security breach. Recordings will be deleted monthly on a rolling basis.

For us to be able to hold these records we need your permission so please complete the following:

Your full name:

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Your email address:

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I agree that CCR may contact me, my veterinary surgeon or my named emergency contact as necessary:

- In an emergency
- About booking reminders
- About invoicing and payment issues
- Very occasional updates about services offered or developments at Coalford Canine Retreat\*

*\*I understand that I can opt out of further marketing contact at any time on request*

Signature \_\_\_\_\_ Date: \_\_\_\_\_