

Casa Paw Dog Club & Hotel

Terms and Conditions

The terms and conditions set out in this document (together with the documents referred to on it) – together this 'Agreement– ' set out the terms and conditions on which we Casa Paw will provide services and related materials to you ('Client'), and the terms on which you agree to accept Casa Paw services. By requesting the services from Casa Paw, you, the Client, agree to be bound by the terms of this Agreement.

1. Interpretation

In this Agreement, the following definitions apply:

Service Order: the order for Services made by the Client to Casa Paw.

Dog: means the Client's dog(s) identified by the Client to Casa Paw in the relevant Service Order regarding which Casa Paw is to provide the Services.

Fees: the charges payable by the Client for the Services as set out in the Service Order, for the supply of the Services in accordance with clause 4.

Service Period: the period between the Start date and the End Date.

Services: the services as identified in each Service Order.

2. Supply of Services

2.1 In consideration of the Client paying the Fees to Casa Paw, Casa Paw shall supply the Services to the Client following the terms and conditions of this Agreement.

2.2 Each Service Order accepted by Casa Paw shall form a contract governed by these Terms and Conditions.

2.3 Casa Paw reserves the right to return any Dog for which Casa Paw is providing any Services to the Client's home address or their emergency contact if the Dog:

- (a) displays signs of aggression to either people or animals;
- (b) barks excessively to such a degree as to invoke potential noise complaints; or
- (c) Any dog demonstrating uncontrollable or dangerous behaviour will be removed to the emergency contact or kennels at the owner's expense plus an additional transfer fee of £25.
- d) Dogs in bad health or developing any contagious disease.
- e) for any other reason decided at the sole discretion of Casa Paw;

In this event, the Client is not entitled to a refund for the date of return or any other dates associated with the Service Order.

3. Client's warranties and obligations

3.1 The Client shall provide Casa Paw with true and accurate details of the Dog and with such further information and materials as Casa Paw may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

3.2 The Client warrants that the Dog:

- (a) has never attacked another dog, animal or human;
- (b) does not display aggression towards other animals or humans;
- (c) is not suffering from any injury or illness which may be transmitted to other animals or humans; and
- (d) is not registered and is not required to be registered under the Dangerous Dogs Act 1991 and/or the Dangerous Wild Animals Act 1976.

3.3 The Client further warrants (and shall provide reasonable evidence of the same where required by Casa Paw) that the Dog has:

- (a) An up to date protection for fleas and worms (i.e. treatment has been made for each of these within the 4 weeks period prior to the start of the provision of Services.;
- (b) All current vaccinations (to have been given at least 2 weeks prior to the start of the provision of Services) against Canine Distemper, Infectious Canine Hepatitis, Leptospirosis, and Canine Parvovirus; Kennel Cough injection 3 weeks prior boarding or Daycare.
- (c) A working microchip with Client's current contact information; and
- (d) An identity tag attached to the collar or harness with the Client's current contact information.

3.4 If Casa Paw's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default) Casa Paw shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Casa Paw failure or delay to perform any of its obligations as set out in this clause and the Client shall reimburse Casa Paw on written demand for any costs or losses sustained or reasonably incurred by Casa Paw arising directly from the Client Default.

3.5 The Client agrees to indemnify, keep indemnified and hold Casa Paw harmless from and against all direct, indirect or consequential loss (all three of which terms include, but are not limited to, loss of profits, loss of business, depletion of goodwill and similar loss), liabilities, injuries, damages, claims, demands, proceedings or legal costs and judgements which Casa Paw, or any employee or agent of Casa Paw, incurs or suffers as a consequence of direct or indirect breach of any of the provisions of clauses 3.1 to 3.4 (inclusive).

4. Fees and payment

4.1 The Fees for the Services shall, unless otherwise stated, be set out in the Service Order.

4.2 The Client agrees to pay the Fees as specified (or as agreed verbally, via email or SMS) and all additional fees and charges that may become due in accordance with these Terms and Conditions. Additional charges include but are not limited to; medical care, vet bills, and extra services requested by the Client either verbally or in writing that are not specified on the original Service Order. Casa Paw will provide evidence of these extra charges incurred where reasonably required by the Client.

4.3 Casa Paw reserves the right not to start providing the Services, or to suspend the provision of the Services if the Client has failed to pay any sums due by the relevant payment date.

4.4 If the Client fails to make any payment due by the due date for payment, Casa Paw shall be entitled to charge interest on the overdue amount at the rate of 4% per cent per annum above [HSBC] plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

5. Cancellations

5.1 If the Client wishes to cancel any Service Order or part thereof, it shall provide notice as soon as possible to Casa Paw and the following cancellation charges shall apply:

- 100% of the value of the booking if cancellation occurs less than 1 week prior to the start of the provision of Services as noted on the Service Order;
- 50% of the value of the booking if cancellation occurs 2 weeks prior to the start of the provision of Services noted on the Service Order.
- 100% of the value of the deposit if cancellation occurs at any time or at the start of the provision of Services as noted on the Service Order.
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5.2 At Casa Paw's sole discretion bookings may be credited to an alternative date.

5.3 Casa Paw does not provide services to in-season bitches. If the Dog has come into season, then the Client cancellation charges may become due under clause 5.1.

6. Client's Permissions, Responsibilities and Undertakings

6.1 The Client hereby consents to Casa Paw making decisions for the Dogs' general wellbeing, that Casa Paw reasonably deems necessary during the Service Period. The Client acknowledges that by giving such consent additional costs may be incurred.

6.2 The Client agrees and signs the Casa Paw consent form.

6.2 The Client authorises Casa Paw to arrange for any emergency veterinary care that may be deemed necessary (or as specified in the consent form) by Casa Paw during the Service Period and agrees to reimburse Casa Paw for all fees, charges and/or expenses for providing such emergency care. The client further agrees to reimburse Casa Paw for the cost of any additional visits which may be deemed necessary to ensure the Dog's safety and/or to monitor the Dog's progress in recovering from sickness and/or injury.

6.3 The Client authorises Casa Paw and its representatives to administer any medication as advised by the Client and/or subsequently by a veterinary professional.

6.4 The Client acknowledges responsibility for any and all medical expenses arising from any injury (including death) to Casa Paw and/or to any other persons caused by the Dog.

6.5 The Client gives permission for Casa Paw to store any personal information provided by the Client for the purpose of providing the Services.

7. Limitation of liability

7.1 While Casa Paw uses reasonable endeavours to provide a safe and hazard free environment in which the Services are provided, it cannot guarantee the total eradication of hazards.

7.2 Nothing in this Agreement shall limit or exclude either party's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; fraud or fraudulent misrepresentation.

7.2 Subject to clause 7.2:

(a) Casa Paw shall not under any circumstances whatever be liable to the Client, whether in agreement, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement; and

(b) Casa Paw's total liability to the Client in respect of all other losses arising under or in connection with this Agreement, whether in agreement, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total fees paid to Casa Paw the Client under this Agreement.

7.3 This clause 7 shall survive termination of this Agreement.

8. Covid-19

8.1 In relation to Clauses 4.3 and 5.1 the non-refundable deposit and cancellation charges apply regardless of cause including any and all disruption due to Covid-19 or others.

Within the first contact with the Client, either verbal or written, including payment transactions, this agreement is immediately put into force.

Customers can access this agreement at any time by visiting our website, where it is published.