



## Portobello Pets

### Policy & Procedures

#### 1. Bookings

1.1. For new Clients, an in-home Meet & Greet will be required to meet with the Client and their pet requiring Portobello Pets services.

1.2. A booking shall be made by completing a Booking Form.

1.3. A booking is not accepted until, the Booking Form has been completed prior to service commencing and a confirmation has been issued by Portobello Pets and received by the Client.

1.4 By submitting the above-mentioned form, the Client is deemed to have accepted the Policies and Procedures of Portobello Pets.

1.5 Payments are to be made as per the Service Agreement.

#### 2. Cancellations

2.1. As per the Service Agreement (Section 5) Portobello Pets requires;

2.2. Less than one week before the booking £30 is payable.

#### 3. Duty of Care

3.1. As per the Booking form Terms & Conditions;

3.2 Pets are cared for at the sole risk of the owner and whilst every care will be taken, Portobello Pets shall not be liable for the loss, illness, injury or death of any pet in its charge during the home visit period.

3.3. Should a pet become ill from any cause during the home visit period, the cost of any veterinary attention and treatment will be charged to the owner and will be payable at the end of the booking.

### **3. Duty of Care cont/d (Dogs)**

3.4. A change in a dog's routine and circumstances can cause varying degrees of distress and unpredictable or abnormal behaviour. Portobello Pets understand this and will offer comfort and reassurance as far as is practically possible.

3.5. In admitting a dog to Portobello Pets, the client agrees that Portobello Pets has relied on the Clients representation that their dog has not harmed or shown aggressive or threatening behaviour toward any person or any other dog. That they have made a full disclosure of any characteristic or trait that might make their dog unsuitable for socialising with other dogs.

3.6. The client is to notify Portobello Pets immediately of any unwelcome, aggressive, procreative, or dangerous behaviour of their dog that has potential to cause harm to any other dog or individual.

3.7. Should the Clients dog be deemed unsuitable by Portobello Pets, we reserve the right to cancel any booking indefinitely, with immediate effect.

3.8. In the event of extreme weather which may have an adverse effect on the Client's dog e.g., heat, cold or thunder storms, Portobello Pets shall in their sole discretion take whatever action they consider necessary, including not carrying out scheduled exercise until it is, in their opinion, safe to do so.

### **4. Necessities - Dogs**

4.1. The client agrees all male dogs over 1 year old must be neutered (unless exceptional circumstances, please discuss with Portobello Pets). Solo walks, on the lead are permitted subject to availability.

4.2. The client agrees any female dogs in season cannot be accepted for group walks (generally for at least 4 weeks) along with pregnant dogs. Solo walks, on the lead are permitted subject to availability.

4.3. The client agrees that their dog has an up-to-date micro-chip.

4.4. The client agrees that their dog has a collar including the owners ID.

4.5. The client agrees to ensure their dog has not eaten in the hour before pick up by Portobello Pets to ensure sufficient time to digest food before any exercise or play. Failure to do so may result in the potentially life-threatening condition Bloat (Gastric Torsion).

## **5. Damage to property or possessions**

5.1. Any damage to the property or possessions of the Client in their absence, caused by their pet shall be recorded by Portobello Pets and were considered by Portobello Pets to be serious enough to inform the Client. We will do so at the earliest opportunity by whatever means is available. Any costs, including administration and manpower in providing such notice may be recoverable from Portobello Pets.

## **6. Medicines and Vaccinations**

6.1. It shall be the sole responsibility of the Client to ensure Portobello Pets is fully aware of any health issues their pet is experiencing or has suffered in the past. Portobello Pets cannot be held liable for any actions or omissions which result in problems or complications for anything not disclosed.

6.2. Portobello Pets shall follow instructions given on the Booking Form but cannot be held liable for any complications which may arise.

## **7. Sick or injured pets**

7.1. If a pet is taken sick or injured Portobello Pets will notify the Client at the earliest convenience using whatever method is available to take instructions or guidance. In the event of Portobello Pets not being able to contact the Client, or in an emergency situation, Portobello Pets shall, if in its own opinion deems the pet to require Veterinary attention, treatment or opinion, Portobello Pets shall make arrangements as necessary, in the best interest of the pet. Any veterinary bills shall be directly chargeable to the Client.

## **8. Keys**

8.1. The client will arrange access/keys to the pet for the agreed service as per the Services form. Failure to do so will result in a cancellation for that day's service and will be paid in full by the client.

8.2. Where it is necessary for Portobello Pets to hold keys to a property, the Client shall provide as needed.

8.3. Keys will be coded and kept within a locked system for security.

## **9. Privacy**

9.1. It shall be the Client's sole responsibility to ensure the information provided to Portobello Pets is current and up to date. The Client agrees to accept any decision made by Portobello Pets in the event of Portobello Pets not being able to contact the Client as a result of wrong information held.

## **10. Insurance**

10.1. Where Portobello Pets holds in possession the keys to the Client's home, the client is responsible for making arrangements with its own insurers with this regard.

## **11. Third Parties**

11.1. The Client shall advise Portobello Pets of anyone who will have access to their property during any periods of the Client's absence, including but not limited to cleaning services, maintenance personnel, friends, family and neighbours.

11.2. Portobello Pets shall not be liable for other persons or their actions or omissions who will be in, or have access to the Client's property before, during or after services have been rendered.

## **12. Service Provider's companion**

12.1. Portobello Pets may have a spouse, family member or friend accompany them whilst providing the scheduled services. No costs will be applied to the Client's account for any assistance the companion provides.

## **13. Miscellaneous**

13.1. The Client gives consent for their cat's images to be used in photo or video format on Portobello Pets promotional material and social media or in any format that Portobello Pets considers appropriate.

## **13. Miscellaneous cont/d - Dogs**

13.2. Portobello Pets will only let dogs off the lead once an 'Off-Lead Consent Form' has been agreed and signed.

13.3. The Client gives consent for their pet's images to be used in photo or video format on Portobello Pets promotional material and social media or in any format that Portobello Pets considers appropriate.

## **Service Agreement (the contract):**

### **1. Commencement Date and Duration**

1.1. Agreement commencement and termination date.

### **2. Services**

2.1. Portobello Pets shall perform the Services in an attentive, reliable and caring manner, using all reasonable skill and care, having due regard to the Policies & Procedures and any relevant information set out in the Booking Form.

2.2. Portobello Pets shall act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification of Services provided in the Policies and Procedures.

2.3. Portobello Pets shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, code of conduct and any other rules relevant to the provision of Services.

### **3. Client Obligations**

3.1. The Client shall use all reasonable endeavours to provide all pertinent information to Portobello Pets necessary for Portobello Pets provision of the Services.

3.2. The Client authorises Portobello Pets to carry out the Services.

3.3. The Client agrees that the information provided to Portobello Pets is true to the best of their information, knowledge and belief.

3.4. The Client may issue reasonable instructions to Portobello Pets in relation to the provision of its Services. Any such instructions should be compatible with the specification of Services provided in the Policies and Procedures.

3.5. The Client authorises Portobello Pets to arrange for any emergency veterinary care that may be necessary during the provision of its Services. Portobello Pets shall use all reasonable efforts to obtain the Client's consent prior to obtaining emergency care.

3.6. The Client authorises Portobello Pets to seek veterinary advice and/or treatment for their pet. Where possible, Portobello Pets shall use its best efforts to use the Client's preferred vets but is not guaranteed. The Client authorises Portobello Pets at their discretion to appoint an alternative veterinary surgeon to examine the pet and carry out such treatment or surgery as may be appropriate if the cat/pet's normal veterinary surgeon is not

available. The Client agrees to pay all such costs immediately upon pick-up of their pet, or by agreement with the proprietor.

3.7. The Client agrees to reimburse Portobello Pets for any additional fees and expenses for providing emergency care. The Client further agrees to cover the cost of additional visits which may be necessary to ensure their pet's safety or to monitor their pet's progress in recovering from sickness or injury.

3.8. The Client shall ensure that Portobello Pets has access to the Client's home or other specified location at the times agreed between Portobello Pets and the Client.

3.9. Any delay in the provision of Services resulting from the Client's failure or delay in complying with any of the provisions in this Clause 3 shall not be the responsibility or fault of Portobello Pets.

#### **4. Fees and Payment**

4.1 Portobello Pets will charge the Client for the Services as quoted on the Booking Form and Services Form and the Client agrees to pay Portobello Pets all Fees prior to the commencement of Service.

4.2. The Client agrees to reimburse Portobello Pets for any additional fees for providing emergency care, as well as any expenses incurred for and without limitation, unexpected visits, transportation, housing, food or supplies on proof of a valid receipt.

4.3. If the Client fails to make payment on the due date, then Portobello Pets shall, without prejudice to any other rights or remedies of Portobello Pets, have the right to charge the Client interest on a daily basis of 10% on the sum due.

4.4. Should any payment due under this Agreement remain unpaid for 10 days after it falls due, the Service Provider will be relieved of their contractual obligations under this Agreement to provide the Services until such time as payment is made.

#### **5. Cancellations**

5.1. In the event of the Client cancelling a booking, the Client agrees to pay Portobello Pets a fee equal to:

5.1.1. Less than one week before the booking £30 is payable.

## **6. Early Termination**

6.1. This Agreement can be terminated by;

6.1.1. either Party serving not less than 14 days written notice on the other Party;

6.1.2. by written notice to the Client with immediate effect, in the event that any Fees or charges owed by the Client to Portobello Pets remain outstanding for 14 days.

6.2. The Client shall pay Portobello Pets for all fees, expenses and charges incurred up to the date of termination of this Agreement.

## **7. Insurance**

7.1. Portobello Pets shall ensure that it has in place at all times suitable and valid insurance that shall include Public Liability Insurance relative to the Services performed for the Client.

7.2. It is agreed by the Parties that it is the Client's responsibility to ensure that the property, its contents and its pets are adequately insured throughout the duration of the Agreement.

## **8. Indemnity and liability**

8.1. Portobello Pets shall not be liable for any loss or damage suffered by the Client resulting from the Client's failure to follow any instructions given by Portobello Pets.

8.2. The Client shall accept full liability and responsibility for any event occurring or arising from the behaviour or characteristics of their pet.

8.3. The Client will indemnify Portobello Pets against any damage or injury caused by their cat/pet towards any property or person, this will include, but is not limited to veterinary, medical and legal fees.

8.4. The Client is solely responsible for any harm or damage caused by their pet whilst it is under Portobello Pets care and agrees to indemnify Portobello Pets in full against any liability arising from such harm.

8.5. Portobello Pets accepts no responsibility or liability for the security of the Client's property or premises, or any loss or damage which may be sustained as the result of action taken by third parties who also have access to the Client's property or premises either before, during or after expiry of this Agreement.

8.6. Portobello Pets will care for your pet as the Client would, and whilst Portobello Pets will make every effort to ensure the safety of your pet and ensure that their pet is well looked after in the Client's absence, Portobello Pets cannot be held liable for any loss, illness or injury of any cat/pet whilst in Portobello Pets care, nor for any death of a pet unless Portobello Pets can be shown to be negligent.

8.7. The Client is responsible for any veterinary bills, no matter how they are incurred, whilst a pet is in the care of Portobello Pets.

8.8. Nothing in this Agreement shall limit or exclude Portobello Pets liability for death or personal injury.

## **9. Aggressive or unsocial animals**

9.1. Should any pet become aggressive or dangerous, Portobello Pets shall, in their sole discretion take whatever action they consider necessary in the best interest of the animal which may be encountered. This may, without limitation, include:

9.1.1. a refusal to offer the Services and immediate termination of this Agreement;

9.1.2. obtaining assistance from a Vet, the R.S.P.CA or the police.

9.2. Any fees and costs incurred in taking action pursuant to clause 9.1 shall be directly chargeable to and recoverable from the Client.

9.3. Portobello Pets shall not be liable to the Client for any refund of Fees where the Client has not specified the behaviour and characteristics of the pet in the Booking Form and Portobello Pets terminates this Agreement pursuant to clause 9.1.1.

9.4. Should the Client's dog be deemed to be unsuitable by Portobello Pets, we reserve the right to cancel any bookings indefinitely, with immediate effect.

## **10. Force Majeure**

10.1. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing its obligations under this Agreement caused by conditions beyond its control including but not limited to acts of God, war, strikes, fires, floods, governmental restrictions or power failures.



10.2. The Party (the “Affected Party”) prevented from carrying out its obligations shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.

## **11. Data Protection**

11.1. Portobello Pets shall not use or pass to a third party (other than information needed by a carer to perform their duties) any sensitive or private data or information about the owners of the pet. Any and all information relating to the client, their property and pet will be stored in accordance with the data Protection Act 1998 and the General Data Protection Regulations (GDPRs) wherever the need arises.

## **12. Entire Agreement**

12.1. This Agreement, along with the ‘Booking Form’ and ‘Services Form’, constitute the sole and entire agreement between the Parties, and supersedes all prior agreements, representations and understandings of the Parties written or verbal. Any alteration of this Agreement must be in writing and signed by both Parties.

## **13. Notices**

13.1. Any notice required to be served under this Agreement shall be in writing and shall be served by hand, post or electronic mail.

13.2. Notices shall be deemed served:

13.2.1. Upon delivery, when delivered by hand.

13.2.2. Upon accepting delivery by signed receipt post/courier, when delivered by using a ‘signed for upon delivery’ postal service or courier.

13.2.3. Immediately following transmission, if by electronic mail provided the sender does not receive a non-delivery message.

## **14. Governing Law and Jurisdiction**

14.1. This Agreement, its formation and any contractual disputes, claims or interpretation shall be construed and governed in accordance with the courts of England & Wales and the Parties hereby agree to the exclusive jurisdiction of the courts of England and Wales.

14.2. Any delay in either party enforcing its contractual or legal rights shall not prejudice, restrict or prevent the right of any injured party suffering a loss to

enforce its rights at a later date or later breach. Any such action must be brought in line with the Civil Procedure Rules regarding the Statute of Limitations in respect of any such action.