

Terms of Service for Wags and Whiskers Effective May 1st 2024

After carefully reading these terms, engaging in any Wags and Whiskers' service via: email, What's App, text, phone, in person, or socials you hereby agree to all of the following T&C's.

Terms Detailed:

Within these Terms & Conditions

- -When the words "you', 'your', 'client'" are mentioned it is speaking to the potential or current client engaging and using Wags and Whiskers services.
- -"Us" "we" "our" means us here at Wags and Whiskers.

1. Terms of Service:

For Drop ins:

Wags and Whiskers agrees to:

- a. To customize and work out a plan with each client to provide a helpful service.
- b. Be available during the service to be contacted by the Client.
- c. Provide a stimulating and safe experience whether through play/feeds/games etc with the pet(s).
- d. Respect the Client's property in all and complete service within the time paid for.
- e. Stay the duration of time and interact with the pet(s): ex 30 minutes.

Client agrees to:

- a. To provide up to date and current information on the pet(s): routine, feeding schedule(if applicable), allergies, any special requirements, medication needs(if applicable), before service starts.
- b. To provide a key or way to access the property before the service starts in order to complete the service.

- c. Give updated information about change of schedule/plan or if anything needs to shift at least a day ahead of the agreed and booked in service or fee may be applied.
- d. To pay the invoice in full, before, day of, or within seven days of service commencing via bank transfer or cash.

For Private Walks:

Wags and Whiskers agrees to:

- a. To pick up the dog(s) from their home and take them out for a 30 minute/1 hour walk/time slot depending on the duration selected. If the weather worsens on the day of, we will use discretion and change the walk to a Drop In, if the Client wishes to still have their pet looked after, that way the dog(s) will still get enrichment time and You will only get charged a Drop In price not a walk price.
- b. To return them to their property.
- c. To update the Client on the dog's whereabouts during the service before it's completed: ex, "Freddies home with his chewy toy'.
- d. To contact the Client if anything happens whilst on a walk, ex. A harmful interaction with another animal or persons, health issues that may arise, anything out of the ordinary etc.

Client agrees to:

- a. Provide treats (if necessary), their personal lead/harness, and poop bags.
- b. A key or way to access the property and pick up the dog(s).
- c. Give updated information about change of schedule/plan or if anything needs to shift at least a day ahead of the agreed and booked in service or fee may be applied.
- d. To pay the invoice in full, before, day of, or within seven days of service commencing via bank transfer or cash.

For Day Rate Package:

Wags and Whiskers agrees to:

- a. Make a plan prior to service with the Client specifying the time frame the service is needed to perform within.
- b. Come to the Client's house and look after the pet(s) within the agreed upon time frame and engage in desired activities with the pet(s) in the daytime.
- c. Maintaining a safe and clean environment for the pet(s).
- d. Providing updates to the Client if requested.

- e. Providing care during the duration of time agreed upon by the Client and Us; feeding, quality time, any medication needs, or what is specified by the Client.
- f. Do Our best to work with the Client's requirements and communicate if it will or will not work into Our schedule.

Client agrees to:

- a. Discuss a plan with Us, prior to the service commencing, outlining what is desired during the time of service.
- b. Providing a note, text, or another form of communication to detail any specific medication needs or special requirements for the time of stay.
- c. Provide a key or way to access the property to perform the service.
- d. Have written down/emailed or left a note on the day for the day specified care schedule for the pet(s).

Dates and Times: The Pet Sitting services will commence on an agreed upon departure date and continue until the agreed upon arrival date. The agreed-upon service hours are as agreed and discussed before day of service, Any changes to the agreed-upon schedule must be communicated and approved by both Parties in writing before service is to take place; anything mentioned by the Client after the service has commenced, We will do our best to accommodate but cannot guarantee.

For Pet Sitting Service:

Wags and Whiskers agrees:

- a. Feeds, watering, providing necessary medication to each dog(s), cat(s), etc.
- b. Exercising and playing with the pet(s) if needed.
- c. Maintaining a safe and clean environment for the pet(s).
- d. Providing updates to the Client if requested.
- e. Coming and staying overnight within the Client's home.
- f. If time permits, not guaranteed, and at Our discretion will pop in during the day to check on the pets. If further coverage during the day is needed, then see Our Day Rates to book hourly company for Your pet(s).

Dates and Times: The Pet Sitting services will commence on an agreed upon departure date and continue until the agreed upon arrival date for evening coverage only. Any changes to the agreed-upon schedule must be communicated and approved by both Parties in writing, BEFORE service commences, any changes during the service after it has begun, cannot be guaranteed to be adhered to, We will do our best to accommodate. These evening coverages/overnights

begin at 5pm in winter and 8pm in summer and continue to the following day before 12pm. We will use our discretion when caring for your pets during the stay.

Client agrees to:

- a. Provide and have treats available (if necessary), their personal lead/harness, and have poop bags accessible.
- b. To have written down/emailed or left a note on the day for the food/care schedule for the pet(s). As well as mentioned and gone over pet(s) history
- c. Discuss any special or specific requirements when requesting/at time of booking to ensure schedules will work: how long the pet(s) can be left alone, medication distribution, if they are alright on their own in the evenings, are the pet(s) prone to destroy loose items/go bathroom in the house, etc.
- d. Provide a key or way to access the property to perform the service.
- e. Give updated information about change of schedule/plan or if anything needs to shift seven days before the agreed and booked in service, or cancellation fee will be applied. Any changes to the agreed-upon schedule must be communicated and approved by both Parties in writing, BEFORE service commences, any changes or additional requests/restrictions during the service or after it has begun, cannot be guaranteed to be adhered to, We will do our best to accommodate.
- f. To pay the invoice in full before, day of service, or within seven days of service commencing; paying a deposit of 50% at time of booking <u>if the booking is for a week or longer.</u>

Concerning All Services:

Bookings: Bookings can also be made via; email, text, socials, or phone call. Bookings can be made up to three months of requested date unless discussed otherwise by Us and the Client. These will always require a face to face Meet and Greet with the Client and pet(s) involved before booking can be completed, anything beforehand is simply temporarily booked in.

Meet and Greets: Meet and Greets are a requirement before any services are agreed upon. They must commence within two weeks prior to the requested service. These are free meetings with the aim of seeing if Wags and Whiskers and the potential Clients are a good fit.

First Walks/Test Runs: The first walk offered by Us is free, this allows the dog(s) to get comfortable and used to being around Us, ensuring a smooth transition. These can be performed on the day of the Meet and Greet or can be scheduled sometime after depending on schedules and availability. You are able to accompany Us if desired and times will range from 15 to 30 minutes depending on the schedule and availability; every dog differs.

Compensation: The Client agrees to pay Us the agreed-upon fee for the entire duration of the pet service; drop ins, day rate, overnights, walks, and emergency call outs. Payments are to be made before, day of, or within seven days of the service commencing depending on the service type as it varies.

Deposits: These are required for Overnights(having the duration of a week or more) only to ensure your booking is secured, as these spots fill up much faster. This will be 50% of the overall cost required at time of booking unless discussed and agreed upon beforehand by Us and You.

Emergencies: In case an emergency occurs whilst the animal is within the care of Wags and Whiskers, we will contact the Client and if necessary take the animal to the nearest vet. Any extra time or additional costs will be included in the invoice for the day from Wags and Whiskers and will be the Client's responsibility to pay in full by the Due Date outlined on the invoice.

Late Fee:

We have a grace period of seven days following the payment Due Date before a late fee is charged, once the grace period expires, then a \$30.00 fee will be charged and added to the outstanding invoice(on smaller invoices) and a 0.8% fee of total invoice will be added(on the larger invoices) will be determined by Our discretion. Our services will stop for the Client(s) until the full invoice is paid.

Cancellations:

Overnights: If You cancel an Overnight(s) booking, seven days prior to it commencing there is no fee(the deposit will be returned if a deposit was taken). If You cancel an Overnight booking within seven days of it commencing the deposit will not be refunded to you as it will be needed to recover cost due to short notice cancellation, unless You re-book for a later date(within 6 months) then the deposit collected will go towards another date or if You and I come to another agreed upon agreement.

Day Rate/Drop In/Walk: You can cancel a Drop In/Day Rate/Walk, more than 24 hours before booking is to commence and if You have already paid, the service cost amount will be returned to You. If You cancel within 24 hours of said Drop In/Day Rate/Walk or are a "no show" and have already paid, then payment for service will not be refunded because it will be needed to recover costs for Us due to short notice cancellation and the spot not likely to be filled or it can be applied to your next booked in service of the same kind. If You cancel within 24 hours of said In/Day Rate/Walk as in Day of service and have not paid, then half of the service cost will be invoiced to You to pay. If you are a "no show" at time of service commencing then the full price of the service will be charged. This is to cover the cost for the spot not likely to be filled under short notice.

Pet Health and Vaccinations: The Client represents and warrants that the dog(s)/cats/pets to be cared for by Us, are up-to-date on all vaccinations and are in good health, in compliance with the Animal Welfare Act 1999. We reserve the right to refuse care if the pet(s) show signs of illness or aggression that may endanger the safety or well-being of Us or other animals.

Pet Behavior: The Client is responsible for providing accurate and detailed information regarding the pet(s) behavior, including any known allergies, medical conditions, aggressive tendencies, and history. We reserve the right to use our best judgment in handling the pet(s) and will appropriate action to protect their safety and the safety of others, in accordance with the Animal Welfare Act 1999.

Media: Any photos/videos taken of your animals may be used on Our social media platforms and be used to promote Wags and Whiskers

Liability and Insurance:

We shall exercise reasonable care and judgment when caring for the dog(s)/pets. However, We shall not be held liable for any accidents, injuries, losses, or damages that may occur to the dog(s)/pets or Client's property during any services unless caused by the gross negligence or willful misconduct of Us. The Client is responsible for any damage or injury caused by their dog(s) to the Us or our personal property, other animals, or third parties during the pet service, in accordance with the Animal Welfare Act 1999. We are insured for both statutory and public liability.

Privacy Policy: Any information given or disclosed to Us in the process of booking or correspondence with Us, will be kept private and not be given to any

third party or outside source. It will be used to provide quality care and treatment of Your pet(s).

Indemnification: The Client agrees to indemnify and hold harmless Wags and Whiskers from any claims, actions, damages, liabilities, or expenses arising out of or in connection with the dog(s) or pet services, except to the extent caused by Our gross negligence if any or if any willful misconduct.

Termination: In the event of termination via written correspondence between Us and the Client, the Client shall be responsible for any outstanding fees for pet services already rendered and if cancellation is made by Us after initial agreement of any of the services whether it is one time or regular bookings, then full refund will be made to the Client if any payment was made to Us before/after booking. If We cancel or need to raincheck a service and the Client has paid, then the Client will be fully refunded or it can be applied to another day to complete the service.

Confidentiality: The Parties agree to maintain the confidentiality of any sensitive information disclosed during the provision of Our pet services.

Hours of Operation: Excluding regular existing clients, Wags and Whiskers will respond to messages during working hours of 9am-5pm Monday-Friday. Saturday-Sunday 1pm-4pm. Contacting us outside of those hours will not guarantee a response until the following business day or by end of week.

Concerns or Disputes: Don't hesitate to contact Us to discuss any issues, We will do Our best to resolve them with You.

Waiver of Liability: By choosing Our services and knowing that We agree to perform with excellence and look after Your pets with quality and care, You agree that:

- a. If anything were to occur that Your dog/pet can be traced back to you(for example being properly tagged, named, phone number engraved, registered, chipped etc)
- b. You've been open and honest about your pet(s) history, if any, of aggression, or any recorded offenses.
- c. We reserve the right to accept or decline any service to the pet(s) if deemed unsuitable or We have lack of availability.

- d. You are responsible for the training and good behavior of Your pet(s) and Our services merely provide trustworthy and safe care of Your pets whilst You are not present; including Drop Ins/Day Rate/Overnights/Walks.
- e. In case of Emergency You authorize Wags and Whiskers to transport your pet(s) to the Vet if needed and We will contact you if anything should occur. All costs for these or any emergencies concerning Your pet(s) will be covered by You or refunded to Us by You.
- f. You waive all actions or potential claims towards Wags and Whiskers concerning the safety, care and health of your pet(s) that may arise when in Our care completely indemnifying Us as mentioned previously.