

# **Terms & Conditions**

#### 1. Commencement and Term

- The Contract comes into effect on the date of signature and terminates on the date provided, or when either party gives seven (7) days' written notice of termination.
- The term may be extended if requested by the Owner and accepted by Bark and Ride with Suzanne.

## 2. Scope of Services

- Services include dog walking, transport, feeding, enrichment activities, and other agreed duties.
- In extreme weather, walks may be substituted with enrichment activities for animal safety.

# 3. Payment and Cancellation

- Fees: Charged per walk, visit, or agreed package. Holiday periods and last-minute bookings may incur a surcharge.
- **Payment:** Due in full at the time of booking or prior to the first scheduled service, unless otherwise agreed in writing.
- Methods: Cash, bank transfer, or other approved electronic methods.
- Late Payment: Invoices not settled within seven (7) days of the due date may incur interest or administrative fees.

#### Cancellations by Owner:

- o More than 48 hours' notice → full refund or credit.
- $_{\circ}$  Less than 48 hours' notice  $\rightarrow$  50–100% of the service fee, at the discretion of Bark and Ride with Suzanne.
- Cancellation and Access: If the Owner fails to provide access to their property or dog(s) at the agreed appointment time (eg no keys provided, no one home, or other access issues), the service will be treated as a same-day cancellation. In such cases, the full fee for that day's service remains payable.
- Cancellations by Service Provider: If Bark and Ride with Suzanne cancels within 48 hours, a substitute may be appointed with the Owner's approval.

- **Early Termination:** Either party may terminate this Contract a minimum of 24 hours prior to the first scheduled visit without incurring penalties.
- **Additional Services:** Extra visits, duties, or emergency care outside the agreed schedule will be charged at the standard rate or as otherwise agreed.

### 4. Owner Responsibilities

- Provide accurate and complete information in the Pet Information Sheet(s).
- Disclose behavioural issues, medical conditions, allergies, or special requirements. Bark and Ride with Suzanne relies on the Owner's confirmation that their dog(s) is in good health and has not displayed aggression or threatening behaviour towards any person or animal.
- Ensure pets are up to date with vaccinations and parasite prevention. Owners
  accept that even if their dog(s) is vaccinated against Bordetella (kennel cough),
  there remains a small risk of contracting kennel cough.
- Provide access (keys, entry, dog availability) at the agreed appointment time, in line with the cancellation policy.
- Misrepresentation or omission of information may constitute a breach of contract.

## 5. Dangerous Animals

- If a pet becomes aggressive or dangerous, Bark and Ride with Suzanne may:
  - Arrange with the pet's emergency contact to assume responsibility until the Owner's return.
  - Place the pet into a kennel or animal care facility at the Owner's expense if the emergency contact is unable or unwilling.
- Bark and Ride with Suzanne may terminate this Contract with immediate effect if any dog becomes aggressive or dangerous.
- Under the Dangerous Dogs Act (1991), the Owner must declare if their dog is of a restricted breed at the outset.

## 6. Insurance and Liability

- Insurance Cover: Bark and Ride with Suzanne maintains valid Public Liability Insurance with a limit of indemnity of £1,000,000 for any one occurrence. Additional cover is held for Professional Indemnity, Care, Custody & Control of animals, and Non-Negligent Animal Care. Evidence of insurance can be provided to clients upon request.
- **Scope of Cover:** Insurance protects against third-party claims for injury or property damage during service. It does not replace the Owner's responsibility for their pet's health, behaviour, or property.
- Exclusions: Services are not provided for:
  - Dogs classified under the Dangerous Dogs Act 1991 or crossbreeds of those types.
  - Horses or non-domestic pets.
  - o Pets with undisclosed behavioural or medical issues.

- o Services outside the United Kingdom.
- o More than six (6) dogs walked at one time.
- **Group Walks & Play Disclaimer:** With the Owner's consent, dogs may be walked in groups of up to six (6), in line with insurance requirements. Owners accept that, despite best supervision, normal social interaction and play may involve minor risks such as scratches or punctures.
- Off-Lead Walking: With the Owner's prior written consent, Bark and Ride with Suzanne may walk dogs off lead in safe, designated areas. Owners acknowledge that while every reasonable precaution will be taken, off-lead exercise carries inherent risks, including but not limited to the dog running away, injury, or interaction with other animals or people. By granting consent, Owners accept responsibility for these risks and agree that Bark and Ride with Suzanne shall not be liable for incidents arising from off-lead activity, except where caused by wilful misconduct or negligence.
- **Dogs in Season** Bark and Ride with Suzanne does not accept bitches in season (heat) for group walks, play sessions, or communal services. Owners must inform the Service Provider if their dog is in season. Failure to disclose this may result in cancellation of services, with the full fee remaining payable. Solo walks or alternative arrangements may be offered at the Service Provider's discretion, subject to availability and suitability.
- Owner Responsibilities: Owners remain responsible for insuring their property and pets, declaring behavioural/medical conditions, ensuring vaccinations, and covering veterinary costs or damages caused by their pet.
- Limitation of Liability: Bark and Ride with Suzanne shall not be liable for:
  - Security breaches, property loss, or damage where other persons have access to the property.
  - Mishaps involving dogs with unsupervised outdoor access.
  - Costs or consequences arising from exclusions listed above.
- **Jurisdiction:** This agreement and all insurance cover are governed by the laws of England and Wales.

#### 7. Indemnification

• The Owner agrees to indemnify and hold harmless Bark and Ride with Suzanne against all costs, expenses, losses, liabilities, and claims arising from the dog's behaviour, unless caused by wilful misconduct or negligence of Bark and Ride with Suzanne.

## 8. Emergencies

- In an emergency, Bark and Ride with Suzanne will contact the Owner to confirm action.
- If unreachable, Bark and Ride with Suzanne is authorised to:
  - o Phone the emergency contact.
  - o Transport the dog(s) to the listed veterinarian.
  - Request on-site treatment from a veterinarian.

o Transport the dog(s) to an emergency clinic if other options are not feasible.

## 9. Security

- Bark and Ride with Suzanne will keep safe and confidential all keys, entry devices, access codes, and personal information.
- All such items will be returned at the end of the contract period or immediately upon demand.

## 10. Dispute Resolution

- This Contract is governed by the laws of England and Wales.
- Any disputes shall first be addressed through mediation before escalation to court proceedings.

## 11. Force Majeure

• Bark and Ride with Suzanne shall not be liable for failure to perform services due to circumstances beyond reasonable control, including natural disasters, strikes, pandemics, or government restrictions.

## 12. Whole Agreement

- This Contract, together with the Pet Information Sheet(s) and Veterinary Release Form, constitutes the sole and entire agreement between the parties.
- Any alteration must be in writing and signed by both parties.
- Electronic copies are valid.

## 13. Assignment

- No party may assign rights or delegate obligations without written consent.
- In cases of inclement weather or genuine emergency, the pet's emergency contact may be called upon to care for the pet(s).

# 14. GDPR and Privacy Policy

- Bark and Ride with Suzanne complies with GDPR. Personal data is collected during the Meet and Greet, booking and information forms, and communications (email, SMS, WhatsApp, Messenger).
- Data includes client contact details, addresses, emergency contacts, veterinary details, and pet information.
- **Purpose:** Used solely for bookings, invoicing, record keeping, and communication of services.
- **Storage:** Paper records are locked; digital records are password protected and encrypted. Access is restricted.
- **Retention**: Client details retained for up to two (2) years after services end unless deletion is requested. Financial records retained for seven (7) years.
- **Rights:** Clients may request access or deletion of their data at any time. Deletion prevents continuation of services.

- Consent: Completion of forms constitutes consent for data retention.
- **Data Breaches:** Bark and Ride with Suzanne will notify the ICO and affected individuals where required.
- **Media:** Photographs and videos may be taken during services with prior consent. Stored securely.
- **Communication:** May occur via WhatsApp (encrypted groups), SMS, Messenger, email, or phone.