



TERMS AND CONDITIONS OF ENGAGEMENT

ENTIRE AGREEMENT:

Mocha and Maisy Kemble Limited is a trade name whose registered address is at Bownhill Farm, North Woodchester, Stroud. Gloucestershire. GL55PW

This agreement contains the entire agreement between the parties and/or supersedes all previous agreements and understandings between the parties. Each party acknowledges that, in entering into this agreement, they do not rely on any representation, warranty, information or document or other term not forming part of this agreement.

These terms and conditions are the contract between you (the client) and Mocha and Maisy Kemble Limited ("I", "us", "we", etc). By engaging our services, you agree to be bound by them. These terms and conditions are in conjunction with the Client Registration form, Veterinary Release form and Key Release Trust form and are governed by English Law.

Please read this agreement carefully, your understanding and acceptance is by way of your signature or by engagement of our business.

1. FINANCIAL – COSTS, INVOICING & PAYMENT

- 1.1 Costs are at the current rate(s).
- 2.1 Rates are normally subject to review at the start of our financial year or calendar year [(1st April of any given year)].
- 2.2 Mocha and Maisy Kemble Limited reserve the right to review rates and charges from time to time, out of the above period.
- 2.3 Mocha and Maisy Kemble Limited reserve the right to charge a session retainer fee, at our discretion.
- 2.4 Invoices are issued monthly, by email unless requested otherwise.
- 2.5 Payment method – [Standing Order]. Prompt payment is very much appreciated. Late payments after 5 days could lead to payment in advance of service basis or temporary suspension of service.
- 2.6 Payment terms for ongoing playschool services strictly upon a Standing Orders and credit card for any additional services.

- 2.7 Payment terms for ad hoc dog services immediate upon completion of agreed block, or in advance.

3 HOURS OF WORK & HOLIDAYS

- 3.1 Hours of work for doggy playschool services are usually [Monday – Friday 09:30 – 16:30 inclusive.]
- 3.2 Holidays – The business will close over the Christmas, from 23rd – 29th December (depending on weekends)

4. DOCUMENTATION – ALL CERTIFICATION IS AVAILABLE FOR INSPECTION

- 4.1 Full commercial insurance is held – comprising appropriate Public Liability, Care, Custody and Control and Key Cover.
- 4.2 Disclosure Barring Service (DBS) verified.
- 4.3 Professional Dog Walkers Association verified and compliant.
- 4.4 First Aid Certificate holder.

5 HEALTH & SAFETY AND LAW

- 5.1 Mocha and Maisy Kemble Limited, ensures the welfare, safety and security of your pet and premises during and after our visit – this is our absolute priority always.
- 5.2 All dogs to have own collar, lead and identity tag and waterproof coat. Collar with name tag and microchip ID is a legal requirement.
- 5.3 All dogs are vetted prior to being onboarded to doggy playschool and all dogs which will be 1-2-1- walked are subject to behaviour assessment and trial period to determine suitability for group walk or solo walk.
- 5.4 Dogs will be kept on leads always going to and from their houses to the doggy bus.
- 5.5 All dogs to be fully inoculated / vaccinated with current worm / flea treatment. Any dog deemed not to be adequately treated will not be walked/accepted into playschool. Evidence of up-to-date inoculations is required.
- 5.6 No playschool attendance for female dogs in season, pregnant dogs or ill dogs. If your dog is on season, one to one dog walking rates and walks are subject to availability.



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- 5.6.1 If your assessment reveals you have a reactive dog, we may muzzle for safety of all parties, and will offer 1-2-1 walks
- Dogs not accepted are all fighting breeds, such as, but not limited to the Masivesi, Bull Terrier, Tosa, Shar Pei breeds
 - Subject to screening these dogs will only be on 121 walks: Alsatians, Grey hounds & Whippets, Doberman, Rottweiler
- 5.7 Adverse weather conditions may lead to a limited service. Mutual communication is required. E.G. In very wet conditions, playschool and walks may be curtailed to ensure enough pet drying time; snow may lead to delays or cancellation of service. Mocha and Maisy Kemble Limited will notify you at earliest convenient time.
- 5.8 In emergency situations permission to take your pet to a Vet is required.
- 5.9 Any 1-2-1 dog walking is carried out in compliance with PDWA Best Practice, Animal Welfare Regulations, Dangerous Dogs Act and all local authority bye laws. The Playschool is registered with Cotswold District Council for a daycare licence. DAYCARE REGISTRATION LICENSE NUMBER:
- 5.10 In accordance with our environmental policy and local regulation all mess is always cleared up [using only degradable waste bags]. The playschool indoor facilities are sanitised each day, after the dogs leave, with natural but powerful antibacterial agents.
- ### 6 MOCHA AND MAISY KEMBLE LIMITED COMMITMENT TO YOU
- 6.1 Where dog walking agreement applies, the rate is inclusive of collection / safe return to dog exercise area, exercise period as agreed, treats, clear up of mess, full insurance and daily activity report. Walks are usually within your local area or at a designated local dog walking location. For Playschool the rates are inclusive of collection / safe return to their homes, whereby water is checked prior to locking the house again for your dogs' safety
- 6.2 The playschool will provide a group of no more than 10 dogs per pack for maximum care, attention and safety, at the discretion of Mocha and Maisy Kemble Limited subject to availability and behaviour assessment.
- 6.3 Where home visit agreement applies, the rate is inclusive of services agreed.
- 6.4 Upon engagement Mocha and Maisy Kemble Limited will communicate by Text or WhatsApp to report on progress.
- 6.5 Mocha and Maisy Kemble Limited and their employees will endeavour not to interrupt your busy day unless there is an emergency. In the event of us needing to telephone you please be aware that we would need to speak to you urgently.
- 6.6 We will endeavour to accommodate short notice / emergency bookings as best as possible, subject to feasibility and schedule.
- 6.7 Your training / command words are used.
- 6.8 Mocha and Maisy Kemble Limited is responsible for any NI, income tax and pension contributions incurred because of receipt of payment from you.
- 6.9 Security of key and premises is assured always.
- 6.10 Keys will not be labelled to identify you or your address.
- 6.11 Keys will be returned at the end of the contract or on demand.
- 6.12 Mocha and Maisy Kemble Limited and all employees will not loan, duplicate or use the keys issued to me in any unauthorised manner.
- 6.13 Staff / volunteer helpers engaged by Mocha and Maisy Kemble Limited have your full permission to gain access to carry out duties as agreed.
- 6.14 We accept responsibility for the cost of replacement keys/cards, rekeying locks and any associated damage or losses should we lose the keys' or should the keys be lost, stolen or misused while in our possession.
- 6.15 Mocha and Maisy Kemble Limited and / or employees / volunteer staff will only access areas within your home as agreed with you to carry out our duties as agreed.
- 6.16 Cancellation of service by us or a requirement to reschedule a session: Mocha and Maisy Kemble Limited will provide you with as much notice as is reasonably possible.



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- 6.17 We will not be liable for any failure or delay in carrying out our service where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs, and lock-downs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic, pandemic or other natural disaster, or any other event that is beyond our reasonable control.
- 6.18 If any event described under 6.17 occurs that is likely to adversely affect our service, we will inform you as soon as is reasonably possible. Our services may be suspended at our discretion and any time limits that we are bound by will be extended accordingly. We reserve the right to charge a session retainer fee at our discretion.
- 6.19 We will inform you when the event outside of our control is over and provide details of any new dates, times or availability of services as necessary.
- ### 7 YOUR RESPONSIBILITIES
- 7.1 Booking of our services must be made in advance and agreed by Mocha and Maisy Kemble Limited. Bookings cannot be confirmed until we receive a signed copy of the terms and conditions, completed client registration and vet forms from you and a confirmed Standing Order in place with first month fees upfront.
- 7.2 Full and easy access to dogs is required. For expediency, you shall allow access to [Mocha and Maisy Kemble Limited Employees via a mutually compatible method. Failure to provide full and easy access for our business to carry out agreed duties will incur charge of agreed rate and the possibility of no walk / visit that day.
- 7.3 You must accurately and truthfully provide all relevant details about your dog and any specific requirements relating to your dog as required on the Client Registration form; this includes but not limited to behavioural issues, likes, dislikes.
- 7.4 You must disclose any information about your dog if he/she is subject of any control order, breaches and/or prosecution, particularly under the latest revisions of the Animal Welfare Act, the Dangerous Dogs Act, Dangerous Dogs (Amendment) Act, the Dogs Act or any other applicable laws and advise immediately should your dog become subject to any orders, breaches or prosecutions after your booking has been accepted.
- 7.5 Advise as soon as possible any adverse health issues of your dog.
- 7.6 Ensure prompt payment of invoices, terms as per section 2 above.
- 7.7 Provide dog towels, special dietary treats and, [oral medication if required. Oral medication administered at owners risk and only under exceptional circumstances].
- 7.8 Keep Mocha and Maisy Kemble Limited up to date with emergency and full daily contact details as applicable.
- 7.9 Any special requirements to be advised soonest.
- 7.10 You agree to reimburse Mocha and Maisy Kemble Limited for any additional fees for providing emergency care, as well as any expenses incurred for unexpected visits, transportation, housing, food, or supplies.
- 7.11 Any Vet fees / associated transport costs incurred because of non-negligent (accidental) injury to your pet whilst in the care of Mocha and Maisy Kemble Limited are payable by you.
- 7.12 You agree to indemnify and hold harmless Mocha and Maisy Kemble Limited and all employees in the event of any claim, loss, damage, cost, expense, including legal fees, demand or proceedings however incurred or brought in respect of any damage or injury caused by your dog to 3rd parties, persons or their possessions as a result of non-negligence by us.
- 7.13 We would suggest that you hold appropriate insurance to protect you in the case of any liabilities arising.
- 7.14 You agree to indemnify and hold harmless Mocha and Maisy Kemble Limited and / or employees / volunteer staff of any key / entry related occurrences and/or damage to property if other third parties also have access to your home.



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8 GENERAL DATA PROTECTION REGULATIONS

We respect the information that we hold about you and we take the security of that information very seriously. All information held about you remains strictly confidential. Our Privacy Policy provides more information on the data we hold about you, what we do with that data, who we share your data with and your rights under GDPR. The Privacy Policy is a paper copy is available on request.

9 Mocha and Maisy Kemble Limited reserves the right to alter / reschedule plans in accordance with work schedule. Outside factors beyond reasonable control may affect service. E.g. this may include one to one walks or group walks as appropriate, rescheduling of visits, cancellation of service.

10 This contract can be terminated by either party at any time and a notice with a period of 4 weeks to be observed.

11 Both parties, Mocha and Maisy Kemble limited and you, the client will hold a copy of this agreement.

12 You confirm that you have answered all questions truthfully and have not withheld any relevant

information. You understand that non-disclosure of information may affect future service provision and negate Mocha and Maisy Kemble Limited liability insurance.

13 Your agreement and acceptance to engagement of Mocha and Maisy Kemble's Doggy Playschool and/or dog walking / pet services and the above terms and conditions, is provided by signing this agreement or engaging us to carry out agreed service:

14 Summary check list:

Client Registration Form read, understood, signed
Key release form completed
Veterinary Release Form read, understood, signed
Terms & Conditions of Engagement read, understood, signed
Bank details with Rates, fees and cancellation period understood, accepted

Signed by owner:

Signed on behalf of Mocha
and Maisy Kemble Limited:

Date:

Date:



MOCHA AND MAISY KEMBLE BANK DETAILS

PAYMENT TERMS:

on a Standing Order confirmation / extra costs to be invoiced by email and paid no later than 5 working days of invoice date

Please add info@mochaandmaisykemble.co.uk to your email address book

Cancellation policy is 4 weeks notice



Sort code: 09-01-29

Account number: 48107846

Account name: Mocha and Maisy Kemble Limited

DOG WALKING 1-2-1 FEES (INCLUSIVE OF VAT AND TRANSPORTATION & POOP BAGS)

121 WALK

Hours as requested

£15.00 (a min of 1 hr walk)

PERSONAL 1-2-1 DAY-CARE

10am – 4.30 pm

£30.00 (a min of 3 hrs walking in a day)

PUPPY PACKAGES

Start at £10 for half hour pop ins.

Please call to discuss your requirements