



## TERMS AND CONDITIONS OF ENGAGEMENT

### SERVICES

Mocha and Maisy - Kemble Limited is a trade name of Mocha and Maisy Doggy Playschool, whose registered address is at McGill Oakley House, Tetbury Road, Cirencester. Gloucestershire GL761 US

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.

This agreement is made on \_\_\_\_\_

### BETWEEN

<p><b>(1)</b> MOCHA AND MAISY KEMBLE LIMITED McGills, Oakley House Tetbury Road Cirencester, GLOUCESTERSHIRE GL761US</p> <p>And the Playschool located at Kemble, Cirencester, Gloucestershire</p> <p><b>(‘The Service Provider’)</b></p>	<p><b>(2)</b></p> <p><b>(‘The Client’)</b></p>
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The Client wishes to engage the Services of Mocha and Maisy Kemble Limited, Doggy Playschool and agrees to undertake the Services as set out below.

This Agreement shall commence on \_\_\_\_\_ and shall continue until termination in accordance with Clauses 12.2 and 12.3.

### KEMBLE LOCATION



## 1. SERVICES

- 1.1 Mocha and Maisy Kemble Limited will perform its Service in an attentive, reliable and caring manner, using all reasonable skill and care, having due regard to any relevant info set out in the registration form completed by the Client - for the avoidance of doubt; the registration form is the sole responsibility of the Client to inform staff of everything known at the time.
- 1.2 Mocha and Maisy Kemble Limited shall be responsible for ensuring that it complies with all statutes, regulations, by-law codes of conduct and any other rules relevant to the provision of its Services.
- 1.3 Upon engagement Mocha and Maisy Kemble Limited will communicate by Text or WhatsApp and via Facebook posts to report any non-urgent news and daily updates.
- 1.4 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.
- 1.5 We will endeavour to accommodate short notice / emergency bookings as best as possible, subject to feasibility and schedule.

## 2. INSURANCE

- 2.1 Documentation - all certification is available for inspection
- 2.2 Full commercial insurance is held - comprising appropriate Public Liability, Care, Custody and Control and Key Cover.
- 2.3 Documentation - all certification is available for inspection
- 2.4 Disclosure Barring Service (DBS) verified.
- 2.5 First Aid Certificate holder.

## 3. INDEMNITY AND LIABILITY

- 3.1 Mocha and Maisy Kemble Limited will do its best to return the Clients dog/s with all the accessories it started with, however shall not be held liable for any damage or loss of

property, including but not limited to collars, leads and coats/jackets.

- 3.2 The Client shall accept full liability and responsibility for any event occurring or arising from the behaviour or characteristics of their dog.
- 3.3 The Client is responsible for any veterinary bills for their dog/s, regardless of how they occurred, whilst their dog/s is under the care of Mocha and Maisy Kemble Limited.
- 3.4 Whilst it will make every effort to ensure the safety of a dog, Mocha and Maisy Kemble Limited will not be held liable for any loss, illness, pregnancy or injury of any dog in its care, nor death of a dog unless Mocha and Maisy Kemble Limited can be shown to be negligent.
- 3.5 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: 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 or other natural disaster, or any other event that is beyond our reasonable control.
- 3.6 If any event described under 3.5 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.
- 3.7 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.

## 4. CLIENTS' OBLIGATIONS

- 4.1 The Client authorises Mocha and Maisy Kemble Limited to carry out its services in regard



to the Clients' Dog/s and agrees that all information provided is true to the best of their knowledge and belief.

- 4.2 The Client shall provide to Mocha and Maisy Kemble Limited all pertinent information necessary for the provision of its services to the Clients dog/s.
- 4.3 The client shall ensure that Mocha and Maisy Kemble Limited has access to the Clients house or other specified location during days on which the Clients dog/s are due to the attending Mocha and Maisy Kemble Doggy playschool.
- 4.4 All dogs to have own collar and identity tag. Collar with name tag and microchip ID is a legal requirement.
- 4.5 All dogs to be fully inoculated / vaccinated with current worm / flea treatment. Any dog deemed not to be adequately treated will not be allowed on site. Evidence of up-to-date inoculations is required.
- 4.6 We require that you hold appropriate insurance to protect you in the case of any liabilities arising.
- 4.7 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.
- 4.8 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)
- 4.9 You must notify Mocha and Maisy Kemble Limited as soon as possible if your dog becomes ill or has any adverse health issues. If vomiting or diarrhoea your must keep your dog off for 24 to 48 hours, or until they are fully recovered.
- 4.10 If your dog contracts Kennel Cough you must notify Mocha and Maisy Kemble Limited immediately. Your dog will not be allowed to attend playschool for up to 3 weeks and can only return when they are fully recovered.
- 4.11 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.

## 5. VACCINATIONS AND WORMING

- 5.1 The Client will provide proof of up-to-date vaccinations. The Client further confirms that their dog/s will continue to receive boosters as advised by their vet.

- 5.2 It is a prerequisite that all Mocha and Maisy Kemble Limited dogs be wormed every three months, and the Client confirms that they will guarantee to do this.

- 5.3 **It is required to help minimise all cross contamination between day-care sites that all dogs have a quarantine between visits to Mocha and Maisy Doggy Playschool. We require a 3-day break to avoid any possible infection from spreading to different day-care centres.**

## 6. FEMALE DOGS

- 6.1 The Client confirms they will inform Mocha and Maisy Kemble Limited if their female dog/s comes into season and acknowledge that their female dog/s will not be permitted to attend Mocha and Maisy Kemble doggy playschool during this time and until the risk of pregnancy has passed. Mocha and Maisy Kemble Limited, Doggy Playschool accepts no responsibility in the event of a dog becoming pregnant.

## 7. MALE DOGS

- 7.1 After the age of 15 months Mocha and Maisy Kemble Limited will require a conversation with all dog owners about the requirement of castration. This is due to safety and harmony within Mocha and Maisy Kemble Limited Doggy Playschool; we will work with families on this subject.



## 8. AGGRESSIVE BEHAVIOUR

- 8.1 The Client will be responsible for all medical expenses and damages resulting from an injury by their dog/s to any employee at Mocha and Maisy Kemble Limited or any other person as a result of their dog/s aggressive behaviour
- 8.2 The Client shall fully indemnify Mocha and Maisy Kemble Limited in respect of costs and
- 8.3 damages arising from any claims from any persons suffering either injury or death by aggressive behaviour from the Clients dog/s.

## 9. EMERGENCY VETERINARY CARE

- 9.1 The Client authorises Mocha and Maisy Kemble Limited to arrange for any emergency veterinary care that may be necessary for the Clients dog/s during provision of Services. Mocha and Maisy Kemble Limited shall use all reasonable efforts to obtain the Clients normal veterinary surgeon to examine the dog/s wherever possible, however the Client authorises Mocha and Maisy Kemble Limited to appoint alternative veterinary services to examine the dog/s and carry out such treatment or surgery as may be appropriate if the dog's normal veterinary is unavailable.
- 9.2 The Client agrees to reimburse Mocha and Maisy Kemble Limited for any additional fees and expenses for providing emergency care
- 9.3 Mocha and Maisy Kemble Limited will require all Dog/s to have private insurance and evidence of this on record each year.

## 10. EXTREME WEATHER CONDITIONS

Mocha and Maisy Kemble Limited reserve the right to drop dogs off earlier than agreed if the weather is either too hot or cold or pick up later if required..

## 11. FEES AND PAYMENTS

- 11.1 Mocha and Maisy Kemble Limited will require a Direct Debit in place prior to starting and will be set for the 1st or 15th of every month.
- 11.2 If payment is 7 days overdue the Client agrees to pay a 5% daily surcharge for each day the invoice remains unpaid.
- 11.3 Mocha and Maisy Kemble Limited, charges on a nursery placement system, so all Clients agree to pay for a full year's placement via monthly instalments.

11.4 Rates are normally subject to review at the start of our financial year or calendar year [(1st April of any given year)].


11.5 Mocha and Maisy Kemble Limited reserve the right to review rates and charges from time to time, out of the above period.

11.6 Payment terms for ad hoc dog playschool sessions / walking service are paid in advance.



11.7 Our charges are agreed at:

**FULL DAY PRICES**

NO. OF REGULAR DAYS PER WEEK	PER SESSION FEE		<b>ADDITIONAL DOGS FROM THE SAME HOUSEHOLE: 50% REDUCTION</b>
1	£35		£17.50
2	£34		£17.00
3	£33		£16.50
4	£32		£16.00
5	£31		£15.50

AD-HOC BOOKINGS over your monthly subscription are charged at  
 £35 PER SESSION FULL DAY - ONLINE BOOKING



## 12. CANCELLATIONS

12.1 Mocha and Maisy Kemble Limited reserves the right to cancel the provision of its services in the event of extreme weather conditions. Please refer to our procedures' documentation. The Client will be informed at the earliest possible opportunity; Mocha and Maisy Kemble Limited will make every effort to provision services, when safe to do so.

12.2 This contract can be terminated by either party at any time and a notice with a period of 30 days to be observed.

## 13. TERM

13.1 This Agreement shall commence upon signature of both parties and continue until termination in accordance with Clauses 12.2 and 12.3. 12.3

13.2 The Agreement can be terminated with 30 days' notice by the Client.

13.3 Mocha and Maisy Kemble Limited reserves the right to terminate this Agreement with immediate effect if the temperament of the Client's dog is deemed unsuitable for Mocha and Maisy Kemble Limited and /or if fees for services remain unpaid at the end of each calendar month.

## 14 CONSENT

14.1 The Client gives their consent for trained Mocha and Maisy Kemble Limited staff to safely remove any external parasites such as ticks.

14.2 To groom and wash a dog after a days' play

14.3 To love and play with your dog(s) each day they attend Mocha and Maisy Kemble Limited, Doggy playschool.

## 15 DATA PROTECTION

15.3 Mocha and Maisy Kemble Limited will conform with the General Data Protection regulations (GDPR) and the Privacy and Electronic communications (EC Directive) Regulations 2003.

## 16 AGREEMENT

16.3 The Agreement, along with the Registration Form, constitutes the sole and entire agreement between both parties, and supersedes all prior agreements and understandings of the parties written or verbal discussions. Any alteration of this Agreement must be in writing and signed by both parties.

16.4 A person who is not party to this Agreement has no right under the Contracts (Rights if Third Parties) Act 1999 to enforce any term of this Agreement.

16.5 Mocha and Maisy Kemble Limited performance of this Agreement is subject to natural disasters, accidents and strikes, severe weather conditions and other conditions beyond its control.

16.6 This Agreement shall be governed by, and in accordance with English law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales

**In signing this Agreement, both parties acknowledge they are legally authorised and entitled to do so, and they fully understand the terms, and agree to be bound by the terms.**

Authorized by: \_

Mocha and Maisy Kemble Limited

Signed: \_\_\_\_\_

Signed by: \_\_\_\_\_

Date: \_

Date: \_