

# KTM PETS DOG WALKING SERVICE AGREEMENT

## 1 CONTRACT OVERVIEW

### 1.1 PARTIES INVOLVED

This Agreement is entered into by and between KTM Pets (the "Service Provider") and the Client.

#### 1.1.1 SERVICE PROVIDER

KTM Pets

#### 1.1.2 SERVICE PROVIDER CONTACT

Keishia Hamilton  
Flat 3, 20 Station Street,

Ilkeston, Derbyshire,  
DE7 5TE

#### 1.1.3 CLIENT

This Agreement is entered into with the individual or entity engaging the services of the Service Provider, hereinafter referred to as the "Client." This is the account holder of KTM Pets or the person who submitted the booking request.

## 1.2 AGREEMENT AND ACCEPTANCE

This Agreement is entered into by and between KTM Pets (the "Service Provider") and the Client. The Client acknowledges and agrees to the terms of this Agreement in the following ways:

- **Booking Request Confirmation:** By submitting a booking request, the Client must physically tick the box to confirm that they have read, understood, and agreed to the terms and conditions outlined in this Agreement. The confirmation box is clearly displayed, and the Client's act of ticking the box signifies their explicit acceptance of the terms and conditions.
- **Account Creation and Booking:** By creating an account with KTM Pets and subsequently making a booking through that account, the Client automatically agrees to the terms and conditions of this Agreement. This agreement is binding upon the Client from the moment the booking is confirmed.
- **Indefinite Agreement:** Having an account with KTM Pets means that the Client agrees to the terms and conditions indefinitely unless terminated as outlined in Section 11 (Termination of Services). The Client acknowledges that their continued use of KTM Pets' services constitutes acceptance of any amendments or modifications to this Agreement, which KTM Pets reserves the right to make, as detailed in Section 16.9 (Changes to Tier Structure or Services).

- Availability and Access to Terms: A copy of this Agreement is attached to the booking request form, readily available for review prior to submission. Additionally, a copy of the Agreement is permanently accessible in the footer of the KTM Pets website and can be provided upon request at any time. The Client is encouraged to review the terms in full before proceeding with any bookings.
- Legal Binding Agreement: By submitting a booking request, creating an account, or commencing services with KTM Pets, the Client acknowledges that they are legally bound by this Agreement. The Client further acknowledges that by ticking the confirmation box, they understand that this action serves as a formal, binding agreement to the terms and conditions set forth herein.

## 1.3 EFFECTIVE DATE

This Agreement shall be effective from the date the Client confirms their acceptance online and shall remain in effect until terminated in accordance with Clause 11 (Termination of Services).

## 1.4 DEFINITIONS

### 1.4.1 DOG WALK

"Dog Walk" refers to a scheduled service in which the Service Provider, KTM Pets, takes a Client's dog(s) for an outdoor walk. The service is intended to meet the physical exercise needs of the dog(s) and is scheduled according to the Client's preferences and availability. The walk may last a set duration as agreed upon at the time of booking. May include one or more dogs from the same household.

### 1.4.2 CLIENT

"Client" refers to the individual who has created an account with KTM Pets, submitted a booking request, and/or signed up for services. The Client is the person responsible for agreeing to these terms and for paying for the services provided by KTM Pets. This individual may be the pet owner or an authorized representative acting on behalf of the pet owner.

### 1.4.3 SERVICE PROVIDER

"Service Provider" refers to KTM Pets, the business entity responsible for providing dog walking, drop-in visits, and other pet care services to the Client. KTM Pets is the provider of the services described in this Agreement and is responsible for ensuring the services are delivered in accordance with the terms of this Agreement.

### 1.4.4 PROPERTY

"Property" refers to the physical location or address provided by the Client where the pet(s) reside and where services are to be performed, unless otherwise agreed upon by the Client and Service Provider. This may include the Client's home, yard, or any designated location where services will be carried out.

### 1.4.5 GROUP WALK

"Group Walk" refers specifically to a dog walk involving two or more dogs from the same household, provided by KTM Pets. KTM Pets does not provide group walks involving dogs from different households. The walk is intended to accommodate multiple dogs from one household, ensuring they are walked together as part of the same session.

### 1.4.6 CONTENT

"Content" refers to any photographs, videos, or media materials related to the Client's pet(s) that are shared between the Client and the Service Provider. Content may be produced by KTM Pets during the course of providing services and could be used for purposes such as sharing updates with the Client, marketing, or promotional activities.

#### 1.4.7 DROP-IN VISIT

"Drop-In Visit" refers to a scheduled service in which KTM Pets visits the Client's property to provide short-term care for their pet(s). This service may include feeding, administering medication, providing companionship, playing, or performing other care tasks as needed during the visit. Drop-In Visits are specifically designed for pets that do not require extended care or exercise, and do not include dog walking services. The visit duration and specific services provided will be outlined in the booking details.

#### 1.4.8 PROTECTED PARTIES

"Protected Parties" refers to KTM Pets, its employees, contractors, agents, affiliates or third parties acting on behalf of KTM Pets, all of whom are covered under the terms of this Agreement. These parties are not liable for certain actions or circumstances as defined within the Agreement and are indemnified from specific liabilities by the Client.

#### 1.4.9 CONFIRMATION BOX

"Confirmation Box" refers to the electronic checkbox that the Client must tick during the booking process on the KTM Pets website ([ktmpets.com](http://ktmpets.com)) to indicate their acceptance of the terms and conditions of this Agreement. The Confirmation Box serves as acknowledgment and agreement to the terms of the service.

#### 1.4.10 OUT OF HOURS

"Out of Hours" refers to any requests for services outside KTM Pets' standard working hours. Standard working hours are defined as 9:00 AM to 9:00 PM on weekdays and 10:00 AM to 8:00 PM on weekends. Requests for services outside of these hours may incur additional fees and are subject to availability.

#### 1.4.11 ANIMAL(S)

"Animal(s)" refers to any pets, including but not limited to dogs, cats, small animals, or exotic animals, for which the Client requests services from KTM Pets. The term "animal(s)" encompasses all species and types of pets for which the Client seeks care, including any specific care instructions or requests made for each pet.

#### 1.4.12 WEBSITE

"Website" refers to the official online platform operated by KTM Pets, accessible at [ktmpets.com](http://ktmpets.com). The Website serves as the primary portal for the Client to request services, manage bookings, and access information related to the services offered by KTM Pets.

#### 1.4.13 TIER

"Tiers" refers to the different service levels or pricing structures offered by KTM Pets, which are outlined in Section 3 of this Agreement. These tiers are based on the type and duration of services requested and may include different pricing options depending on the complexity or premium nature of the services, such as standard or premium dog walking packages, or services requiring additional customisation.

#### 1.4.14 FEATURES

"Features" refers to the specific services and options included in each tier of service offered by KTM Pets. For example, features may include basic dog walking, premium dog walking with additional services (such as extended duration, special care), or drop-in visits for pets. Each feature is defined by the level of care and the specific services it encompasses, as detailed in Section 3 of this Agreement.

#### 1.4.15 SMALL ANIMALS

"Small Animals" refers to domesticated animals smaller than dogs and cats that the Client may request care for, including but not limited to rabbits, guinea pigs, hamsters, and ferrets. These animals generally require different care from dogs and cats, which may include cage cleaning, feeding, and other specific care needs.

#### 1.4.16 EXOTIC ANIMALS

"Exotic Animals" refers to animals not typically kept as domestic pets, such as reptiles, birds, amphibians, or other non-traditional pets. Clients must specifically inform KTM Pets in advance if their pet falls into this category to ensure that the Service Provider is equipped to meet the specific care needs of the animal.

#### 1.4.17 AFFECTED PARTY

"Affected Party" refers to any party, including the Client, Service Provider, or any third-party entities, who is impacted by an action or event covered under this Agreement. An Affected Party may experience changes to the scheduled services, delays, or other adjustments resulting from unforeseen events or issues related to the services provided.

#### 1.4.18 CONFIDENTIAL INFORMATION

"Confidential Information" refers to any non-public, proprietary, or sensitive information disclosed between the Client and KTM Pets during the term of this Agreement. This includes personal details about the Client or their animal(s), business operations, and other information that must be kept private and is not intended for public dissemination.

#### 1.4.19 GROSS NEGLIGENCE

"Gross Negligence" refers to a severe failure to exercise reasonable care or attention, resulting in substantial harm, injury, or damage. It involves actions or omissions that demonstrate a blatant disregard for the safety, well-being, or needs of the animal(s) in care.

Examples of Gross Negligence include, but are not limited to:

- **Unsafe Environment:** Leaving a pet unattended in an environment that is inherently unsafe or hazardous, such as leaving a dog in a hot car during warm weather, leaving toxic substances within reach of pets (e.g., cleaning products), or failing to secure gates or doors that could allow a pet to escape into a busy road or dangerous area.
- **Failure to Follow Care Instructions:** Not adhering to explicit care instructions provided by the Client or veterinarian, such as failing to administer prescribed medications or neglecting special dietary restrictions that could harm the pet's health.
- **Failure to Secure a Pet Properly:** Leaving a pet unsecured in an open area or vehicle, allowing the pet to escape and potentially suffer injury, harm, or death. For example, leaving a leash unlatched, failing to close a pet's crate properly, or not securing the pet in a transport vehicle could be considered gross negligence if it leads to injury or escape.

#### 1.4.20 WILFUL MISCONDUCT

"Wilful Misconduct" refers to intentional, purposeful actions taken with the knowledge that they will cause harm or risk to the well-being of the Client's pet(s) or any other involved party. This includes a conscious disregard for the safety, health, or welfare of the animal(s) in care and is typically driven by wrongful motives or intentional neglect.

Examples of Wilful Misconduct include, but are not limited to:

- Intentionally Withholding Care: Purposefully refusing to provide necessary care, such as food, water, medical treatment, or attention to an animal under your responsibility, despite being required to do so under the terms of the agreement or care plan.
- Lying About a Pet's Condition: Deliberately misrepresenting the condition of a pet, such as claiming a pet is healthy when they are injured or ill, or stating that a pet has been fed or exercised when they have not.
- Knowingly Putting a Pet in Danger: Taking actions that knowingly place a pet in a harmful or life-threatening situation, such as leaving a pet unattended in a situation where they could be attacked by another animal, leaving a pet off-leash in an area where they may run into traffic, or knowingly exposing a pet to harmful chemicals or toxins for personal gain, negligence, or convenience.

## 1.5 AGREEMENT METHOD AND LEGAL CONSENT

This section outlines the manner in which the Client agrees to the terms and conditions of the services provided by the Service Provider. It specifies that the Client's consent to the agreement is obtained through the submission of a booking request, the completion of an account registration, or by electronically acknowledging the contract via a confirmation box. This ensures that the Client's acceptance is explicit, and legally binding.

This section further emphasizes that by agreeing to the terms, the Client affirms that they have read, understood, and accepted the conditions set forth in the contract. It clarifies that this agreement is enforceable and subject to the laws of England and Wales, holding the Client accountable to the terms for the duration of their engagement with the Service Provider.

### 1.5.1 CLIENT ACCOUNT CREATION AND AGREEMENT

By creating an account with KTM Pets and/or submitting a booking request, the Client enters into a legally binding agreement with KTM Pets, governed by the terms and conditions outlined in this Agreement. The Client agrees that by registering an account and using the services provided by KTM Pets, they are bound by the terms and conditions outlined in this Agreement, which will apply indefinitely unless terminated in accordance with Clause 11 (Termination of Services).

This Agreement is accessible at all times via the footer of the KTM Pets website and is also made available on request. The Client acknowledges that they have been provided with adequate opportunity to read and review these terms before submitting the booking request. Upon booking through their KTM Pets account, the Client agrees to abide by the terms of this Agreement for the duration of their engagement with KTM Pets, as updated from time to time, unless terminated in accordance with Clause 11 (Termination of Services).

### 1.5.2 DIGITAL SIGNATURE AND CONFIRMATION BOX

The Client's acceptance of the terms and conditions of this Agreement is confirmed through the use of a digital signature and the ticked confirmation box. By ticking the confirmation box on the booking form or during account registration, the Client electronically acknowledges that they have read, understood, and agree to be legally bound by all terms and conditions set forth in this Agreement.

In accordance with the Electronic Communications Act 2000 and the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016, the Client's electronic signature, as represented by the act of ticking the confirmation box, is legally binding. The electronic confirmation will be deemed the same as a physical signature for all legal purposes, ensuring its enforceability in court.

The confirmation box clearly states that by ticking, the Client consents to the terms of this Agreement and acknowledges their legal obligation to comply with the terms outlined herein. The Service Provider will retain a record of the Client's electronic acceptance as proof of their consent.

The Client further acknowledges that this method of acceptance is in compliance with the Electronic Communications Act 2000 and the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016, which confirm the legality and enforceability of electronic agreements, including online agreements made via the tick box or digital signature. This method of acceptance, and the resulting Agreement, will be admissible as evidence in any legal proceeding related to the Client's engagement with KTM Pets.

### **1.5.3 BOOKINGS MADE BY SERVICE PROVIDER ON CLIENT'S BEHALF**

The Service Provider may, at the Client's request, make a booking on the Client's behalf only after the Client has previously submitted a booking form for that specific service. By submitting such a form, the Client is deemed to have agreed to the terms and conditions outlined in this Agreement.

In the event of any changes to the terms and conditions of this Agreement, the first booking made after such changes will require the Client to confirm their acceptance of the updated terms. This confirmation can be done either by completing a new booking form or, if the Client has an account with KTM Pets, by booking through their account. In the case of account holders, continued use of the services, and the act of making a subsequent booking, will be deemed as confirmation and acceptance of the modified terms and conditions.

Notification of any such changes to the contract will be provided to the Client prior to making any bookings, and it is the Client's responsibility to review these changes. By proceeding with the booking, the Client acknowledges and agrees to the updated terms.

## **2 SERVICE DESCRIPTION**

### **2.1 SCOPE OF SERVICES**

This Agreement covers professional dog walking services provided by the Service Provider, conducted outside the home in environments deemed safe, appropriate, and enriching for the animal. All services are subject to the tiered service model selected by the Client at the time of booking and confirmed through a binding agreement upon acceptance of the booking.

Dog walking services are designed to support the animal's physical health, mental stimulation, and behavioural balance while maintaining consistent routines. All walks are conducted from the Client's home or another agreed-upon location, and the Service Provider does not transport animals unless explicitly stated in the emergency protocol (see Clause 7.1). The nature, duration, and structure of each walk depend on the tier selected and the individual needs of the dog(s), as disclosed by the Client during the booking process.

The Service Provider prioritises the safety, comfort, and welfare of the dogs in care, as well as public safety and the protection of others encountered during the service. The Client is responsible for ensuring all relevant behavioural, medical, and equipment-related information is disclosed prior to service commencement.

### 2.1.1 DOG WALKING

Dog walking consists of scheduled walks conducted by the Service Provider in appropriate, safe outdoor environments. The walks are designed to offer structured physical activity, toileting opportunities, and, where relevant, social interaction and confidence building. Walks are conducted either individually or with dogs from the same household, depending on the Client's booking and dog compatibility.

The duration, structure, and add-on features available during the walk vary according to the service tier selected. Clients must ensure that their dogs are suitably prepared for walks (e.g., fed, harnessed or with accessible walking gear, and with any required accessories or medications provided). Dogs must be fit to walk and not pose a danger to themselves, the Service Provider, the public, or other animals.

The Service Provider retains discretion to alter the walk's route, pace, or content based on weather, health concerns, behavioural presentation, or environmental conditions, always prioritising the safety and wellbeing of the dog(s) and the public.

#### 2.1.1.1 INDIVIDUAL WALKS

Individual walks are strictly one-on-one sessions between the Service Provider and a single dog. No other animals will be included. These walks are specifically tailored to meet the dog's unique physical, behavioural, and emotional needs, and aim to support their general wellbeing through structured physical activity, toileting, enrichment, and one-on-one interaction.

Enrichment activities such as sniff walks, calm reinforcement, or structured leash work may be included at the discretion of the Service Provider or in line with the selected service tier and the Client's expressed preferences. Individual walks are ideal for dogs requiring focused attention, low-distraction environments, or behavioural sensitivity.

#### 2.1.1.2 GROUP WALKS

Group walks are only available to dogs from the same household, with a standard limit of two dogs per walk. In certain cases, a third dog from the same household may be included, but only upon case-by-case approval and at the sole discretion of the Service Provider, following a behavioural and logistical risk assessment.

All dogs participating in a group walk must be well-socialised with one another, have compatible walking paces and behavioural temperaments, and be accustomed to walking together on a lead. The Service Provider reserves the right to modify or separate walks if safety or compatibility concerns arise.

The Service Provider will never walk a Client's dog(s) alongside dogs from other households unless explicitly authorised in writing and confirmed for specific bookings. Case-by-case approval will be applied.

#### 2.1.1.3 ABSENCE DUE TO OTHER BOOKINGS

Where multiple clients are serviced in a single day, absences may occur to accommodate other bookings such as drop-in visits or dog walking. Clients will be advised in advance of any pre-existing commitments. Absences will not compromise the animal's care, and the Service Provider will ensure all duties are performed as agreed. If the Client requires exclusive presence, a 24-hour sitting service must be booked.

### 2.1.1.8 NON-GUARANTEED 24-HOUR COVERAGE

The Client acknowledges that dog walking services do not include continuous 24-hour coverage. The Service Provider will be absent from the premises outside of booking hours. Should the Client require uninterrupted care, they must specifically book a 24-hour sitting tier, subject to availability.

### 2.1.2 SERVICE TIER FEATURES

#### 2.1.2.1 INDIVIDUAL TIERS AND FEATURES

Tier Name	Tier Level	Tier Feature 1	Tier Feature 2	Tier Feature 3	Tier Feature 4	Tier Feature 5	Tier Feature 6	Tier Feature 7	Tier Feature 8	Tier Feature 9
The Light Lead	Standard	Dog Walking (Chosen Length of Time)	Basic Report Card							
The Stroller's Club	Premium	Dog Walking (Chosen Length of Time) + 15 Minutes	Detailed Report Card	Clean After Walk	GPS Tracker	Feeding and Watering	Home Maintenance			
Pawfessor's Path Elite		Dog Walking (Chosen Length of Time) + 30 Minutes	Personalised Report Card	Clean After Walk	GPS Tracker	Feeding and Watering	Home Maintenance	Confidence Builder Bundle	Owner-Customised Routes	Priority/Last-Minute Booking

#### 2.1.2.2 SERVICE TIER FEATURES

Add-On Title	Tier Feature Description	Booking Restrictions	Available On (Tier)
Walking for Allocated Time Slot	Your dog will enjoy the full duration of the walk booked, with dedicated attention and care throughout, no time lost to prep or transitions.	N/A	The Light Lead - Tier 1

<b>Basic Report Card After Walk</b>	A short update covering mood, toilet habits, behaviour, and anything notable from the walk to keep you informed and reassured.	N/A	The Light Lead - Tier 1
<b>Clean After Walk</b>	Your dog will be wiped down, paws cleaned, and coat brushed if needed — perfect for rainy or muddy adventures.	N/A	The Stroller's Club - Tier 2, Above and Beyond - Tier 3
<b>GPS Tracker</b>	A GPS map of your dog's walk route sent after each session so you can see exactly where they've been exploring.	N/A	The Stroller's Club - Tier 2, Above and Beyond - Tier 3
<b>Water and Food Replenish</b>	Fresh water and a food top-up provided if needed after the walk, ideal if you're out for the day.	N/A	The Stroller's Club - Tier 2, Above and Beyond - Tier 3
<b>Walking for Allocated Time Slot + 15 Minutes</b>	Extra time added when your dog needs a little more TLC or to ensure they're calm and settled before we leave.	N/A	The Stroller's Club - Tier 2
<b>Detailed Report Card</b>	A more in-depth update including mood, behaviour, toilet habits, route highlights, social interactions, and anything noteworthy.	N/A	The Stroller's Club - Tier 2

**Pet Home Maintenance**

A quick reset of your pet's environment, including tidying their bed, toys, and food area. Helps ensure they return to a clean, comforting space after a day of activities. May also involve swapping out bedding and performing cleaning of litter trays or enclosures where needed.

Clients must provide all necessary cleaning supplies. Washing of bedding, toys, or enclosures is not included, so fresh replacements (e.g. clean blankets, beds, litter, etc.) must be available for swapping.

The Stroller's Club - Tier 2

**Short-Notice Bookings**

Bookings within 3-5 days of the service start date.

N/A

Pawfessor's Path - Tier 3

**Walking for Allocated Time Slot + 30 Minutes**

An extra half hour added when needed for settling, enrichment or extended support especially beneficial for training-focused sessions.

N/A

Pawfessor's Path - Tier 3

**Confidence Builder Bundle**

A structured walk designed to build confidence through basic obedience, road exposure, focus games, and steady pace support.

Limited to bookings 1 hour or longer.

Pawfessor's Path - Tier 3

<b>Owner-Customised Routes</b>	Choose a familiar, scenic, or goal-based route that suits your dog's needs. Perfect for training, exposure, or sentimental reasons.	Limited to bookings 1 hour or longer.	One hour or more.
<b>Priority/Last Minute Bookings</b>	Priority access to walk slots when booked 24+ hours in advance. Subject to availability.	Limited to bookings 1 hour or longer.	One hour or more.
<b>Pick-Up and Drop-Off At Different Locations</b>	Ideal for busy schedules: we can collect from one address and return to another, like a friend's house, groomer, or daycare (within local range).	Limited to bookings 1 hour or longer.	One hour or more.
<b>Personalised Report Card</b>	Fully in-depth update including mood, behaviour, toilet habits, route highlights, social interactions, and anything noteworthy. Printable.	N/A	Pawfessor's Path - Tier 3

### 2.1.3 TASK EXECUTION CONDITIONS

This section outlines the conditions under which the Service Provider will execute tasks related to pet care, including environmental requirements, behavioural considerations, and Client responsibilities. Clear communication and preparation from both the Client and the Service Provider are essential for ensuring a successful service.

#### 2.1.3.1 ENVIRONMENTAL READINESS

The Client is responsible for ensuring that the home environment is suitably prepared for the safe collection and return of the dog as part of the dog walking service. This includes maintaining a clean, secure, and hazard-free entry and indoor area where the Service Provider is required to enter. The premises must allow for safe access and handling of the dog without obstruction, risk of injury, or unnecessary delay.

At a minimum, the environment must be securely enclosed to prevent escape during handover and must not pose any health or safety risks to the dog or the Service Provider. This includes, but is not limited to, the secure storage of household hazards, ensuring walkways are clear, and minimising trip hazards or unsafe surfaces at entry points.

The Client must provide all necessary equipment in advance of the booking. This includes, but is not limited to, leads, harnesses, collars, muzzles (where required), access keys or codes, and any other task-specific items identified in the agreed tier of service. All equipment must be functional, correctly fitted, and located in the agreed, unobstructed area for ease of access. See Clauses 4.6.3 (Equipment Maintenance) and 4.6.5 (Emergency Access Equipment) for further details.

Hygienic washing facilities are not typically required for standard dog walking services, but the Client must ensure that access areas and any surfaces that the Service Provider must touch are clean, sanitary, and free from biohazards (e.g., animal waste, mould, or dangerous substances). If post-walk care is included in the selected service tier (e.g., paw cleaning), appropriate pet-safe cleaning products must be made available. Failure to provide clean materials or a sanitary space may result in such services being omitted at the discretion of the Service Provider.

In addition, the Client must ensure that all essential emergency equipment—such as spare leads, muzzles, and access instructions—is present, in good condition, and stored visibly in the designated location. This is vital to enable timely response in the event of an emergency such as fire, injury, or sudden illness occurring during the walk or return period.

Should the Service Provider determine that the environment is unsafe, obstructive, or unhygienic for entry or return of the dog—including but not limited to health hazards, loose pets, poor lighting, blocked access, or unsafe stairways—they reserve the right to modify, suspend, or terminate the service. Where animal welfare is compromised or health and safety risks are present, the Service Provider also reserves the right to notify the appropriate authorities in accordance with Clauses 4.6.3 and 4.6.4. The Client bears full legal and financial responsibility for any outcomes arising from failure to provide a safe and prepared environment, regardless of any previous arrangements or assumptions made.

#### 2.1.3.2 BEHAVIOURAL AND SAFETY REQUIREMENTS

The Client is required to disclose all known behavioural traits, triggers, or history relevant to the dog's conduct during walks, including but not limited to aggression (towards people or animals), reactivity, prey drive, excessive pulling, fearfulness, or any behavioural issues that may affect handling, public safety, or the welfare of the dog. This information must be declared at the time of booking and updated promptly should new issues arise.

The Service Provider reserves the right to decline, suspend, or terminate services if a dog's behaviour poses a risk to the Service Provider, members of the public, other animals, or the dog itself. Dogs displaying dangerous or aggressive behaviour, or those deemed unmanageable or unfit for public walks, will not be walked and may be reported to the relevant authority if the welfare or safety risk is severe. In such cases, full charges will still apply as outlined in Section 6 of this Agreement.

Dogs must be properly socialised for the context in which they are being walked. Where dogs are walked in public spaces, they must be accustomed to urban stimuli such as traffic, cyclists, wildlife, and strangers. The Service Provider shall not be held liable for incidents arising from undisclosed behavioural issues or insufficient training and socialisation on the part of the Client.

All dogs must wear a secure, well-fitting collar or harness with identification tags compliant with UK legal requirements. The Service Provider will not walk dogs using unsafe or aversive equipment, including but not limited to prong collars, choke chains, or retractable leads unless explicitly pre-approved in writing. The Client is responsible for ensuring all walking equipment is safe, humane, and suitable for the dog's size, breed, and temperament.

### 2.1.3.3 OWNER PREPARATION AND INSTRUCTION

The Client is responsible for ensuring that all instructions necessary for the safe and effective delivery of the dog walking service are provided to the Service Provider in advance of the first booking. This includes clear, written guidance on the dog's routine, handling preferences, feeding (if applicable), door access procedures, specific cues or commands, and any behavioural strategies in use.

Where relevant, the Client must demonstrate to the Service Provider how to apply and remove the dog's walking equipment correctly, including harnesses, muzzles, or special attachments. If a muzzle is required, the Client must ensure the dog is muzzle-trained prior to the start of services. The Service Provider will not be held liable for any delay, injury, or failure to perform services caused by inadequate training or instruction.

Instructions must be accurate, up-to-date, and stored in the designated booking system, intake forms, or agreed communication method. Verbal instructions given on the day of the walk cannot override written agreements unless confirmed by the Client and Service Provider in writing. Where no instructions are provided, or where provided instructions are clearly unsuitable or unsafe, the Service Provider may act at their professional discretion or suspend the service without refund.

Failure to provide adequate preparation, instruction, or access will not relieve the Client of payment obligations. In circumstances where this failure results in the inability to deliver the booked service, the visit shall be deemed as fulfilled for invoicing purposes, and the Client may be charged in full.

### 2.1.4 INCLUSIONS AND TASK CLARIFICATIONS

This section outlines the specific tasks that are included in, or excluded from, the dog walking service based on the tier selected by the Client at the time of booking. All services are delivered strictly in accordance with the booked tier and confirmed duration. The Service Provider is not obliged to perform tasks not expressly included in the selected tier features.

#### 2.1.4.1 WHAT IS AND ISN'T INCLUDED

The dog walking service includes the exercise and care of dogs for the booked duration, with task features varying by tier as described in Clause 2.1.2. Dogs will be walked either individually or in pre-approved household groups, never with dogs from unrelated households. Each walk is tailored to the dog's specific needs, personality, and routine where possible.

Included in All Tiers:

- Full-duration walks: The dog will receive the full booked time for outdoor walking, exclusive of prep or transition time.
- Basic or detailed post-walk report (tier-dependent).
- Ongoing monitoring of the dog's condition and behaviour during the walk.
- Appropriate supervision and safe handling in public spaces.
- Return of the dog to the home and re-securement of the property in line with access instructions.

Tier 2 and 3 may also include (subject to service duration):

- Cleaning after the walk (paws wiped, coat brushed if needed).
- GPS tracking with a summary map sent after the walk.
- Minor home tasks such as bringing in parcels or watering plants.

- Confidence-building exercises and training reinforcement (Tier 3 only).
- Custom walk routes based on Client preference (Tier 3 only).
- Additional time (15 or 30 minutes) as needed for settling or enrichment.
- Pick-up/drop-off at different locations within a locally agreed range (Tier 3 only, one-hour bookings or longer).

Not Included Unless Otherwise Agreed:

- Feeding, watering, or medication unless Tier 2 or higher is booked.
- Handling of unsocialised or reactive dogs without prior agreement.
- Training sessions, unless included under the Confidence Builder Bundle (Tier 3).
- Pet sitting, daycare, or supervision beyond the booked walk duration.
- Services outside of standard hours without Tier 3 booking and approval.

The Service Provider will not perform additional tasks not specified in the booking unless confirmed in writing and may decline any request deemed unsafe, unreasonable, or outside the scope of service. Where the Client's request exceeds what is covered by the tier booked, additional fees may apply or the request may be declined entirely.

#### 2.1.4.2 GROOMING TASKS

Grooming-related tasks are not a standard inclusion within dog walking services and will only be carried out under Tier 2 (The Stroller's Club) or Tier 3 (Pawfessor's Path), and only to the limited extent described below.

Under these tiers, the Service Provider may:

- Wipe down the dog post-walk.
- Clean, muddy paws.
- Brush the dog's coat lightly if visibly soiled or tangled.

These grooming tasks are intended solely to maintain cleanliness following outdoor activity and are not a substitute for professional grooming. The Service Provider will not perform any task involving bathing, nail clipping, trimming, dematting, or ear/anal gland care. All cleaning or brushing will be conducted only if the dog tolerates handling calmly and safely.

All equipment required for grooming (e.g., towels, brushes) must be provided by the Client and made available in an accessible location prior to the walk. Grooming tasks will not be carried out if equipment is unavailable or unsuitable.

#### 2.1.4. MEDICATION ADMINISTRATION

The administration of medication is not included in Tier 1 (The Light Lead) and will only be provided under Tier 2 (The Stroller's Club) or Tier 3 (Pawfessor's Path). Where included, only basic oral or topical medications may be administered, provided the Client supplies detailed written instructions, appropriate storage, and the medication itself.

All medication must be clearly labelled with the pet's name, dosage, and administration instructions. The Client bears full responsibility for the accuracy of instructions and the suitability of administering the medication during the scheduled walk time.

The Service Provider reserves the right to decline medication administration if:

- The dog resists, becomes aggressive, or distressed.
- The instructions are unclear or conflict with observed pet behaviour or wellbeing.
- The medication or equipment appears unsafe or compromised.

In such cases, the Client will be notified, and the medication task may be omitted without refund. Repeated refusal by the dog or ongoing safety concerns may result in a requirement to upgrade to a different tier or suspend service entirely.

## 2.1.5 RECURRING BOOKINGS

This section defines the terms and conditions for bookings that are scheduled on a recurring basis, which refers to services that are set up to occur repeatedly at regular intervals (e.g., daily, weekly, monthly) for a specified duration. It explains the process by which a Client may set up recurring services, specifying the agreed-upon frequency and duration of these bookings. It further outlines how recurring bookings are managed in terms of payment, service delivery, and any adjustments that may be required.

The section also clarifies that by confirming recurring bookings, the Client acknowledges the consistent application of the agreed pricing and service terms for the specified period, as well as the process for making changes or cancellations to recurring services in accordance with the relevant cancellation policies or notice periods. This ensures clarity on both the Client's and Service Provider's expectations for ongoing services.

### 2.1.5.1 FREQUENCY AND SUBMISSION TIMELINES

Recurring or rolling bookings may be arranged where the Client requires drop-in visit services on a regular basis. In such cases, the Client must provide a clear and complete schedule of all required dates at least five (5) calendar days in advance of the first visit in each new booking cycle.

Any bookings submitted within fewer than five (5) calendar days of the required visit date will be classified as last-minute bookings and shall be subject to the conditions outlined in Clause 6.1.1 (Last Minute Bookings). Similarly, the Client must provide a minimum of five (5) calendar days' notice to request any changes to existing bookings. Failure to comply with this notice requirement may result in the request being denied, and the original booking proceeding as scheduled with all applicable fees enforced as per Section 6 of this Agreement.

Acceptance of recurring or repeat bookings remains entirely subject to the Service Provider's availability and shall not be considered confirmed unless explicitly accepted in writing. It is the Client's sole responsibility to submit booking schedules and renewal requests on time and in accordance with this Clause. Any delay or failure by the Client to meet these requirements shall not entitle the Client to waive, defer, or dispute the application of any related terms set out in this Agreement.

### 2.1.5.2 CLIENT RESPONSIBILITY

The Client is solely responsible for ensuring that all information provided at the time of booking is complete, accurate, and up to date. This includes but is not limited to: the correct service type and tier, the required service dates and times, full and accurate pet care instructions, access arrangements, and valid emergency contact details. Errors or omissions may result in delayed service commencement, additional charges, or cancellation at the Client's expense. For full details of the Client's ongoing duties in relation to preparation, communication, conduct, and cooperation, please refer to Section 4 (Client Obligations).

## 2.1.6 LAST-MINUTE BOOKINGS

Last-minute booking requests—defined as those submitted after the minimum notice periods set out in section 6.1.1.

### 2.1.6.1 ACCEPTANCE AT DISCRETION

All last-minute booking requests are accepted solely at the discretion of the Service Provider. Acceptance will depend on availability, the complexity of the care required, and whether the Service Provider has sufficient information, access, and resources to deliver the service safely and effectively. The Service Provider is under no obligation to accept such bookings and may decline requests without reason or liability.

#### 2.1.6.2 EMERGENCY RATE OR TIER UPGRADE

Where a last-minute booking is accepted, the Service Provider reserves the right to apply an emergency rate surcharge or to require a temporary upgrade to a higher service tier to account for the increased logistical demands, risk, or reduced preparation time. Any such changes will be communicated to the Client at the time of acceptance, and the booking shall proceed only upon the Client's agreement to the revised terms. Should the Client decline, the request will be deemed unconfirmed, and no service will be rendered.

#### 2.1.7 LOCATION OF SERVICES

Dog walking services under this Agreement are delivered at locations determined by the Service Provider, taking into account the dog's needs, temperament, physical ability, and the tier and duration of the booking. Walks are conducted in safe, pet-appropriate outdoor environments within the local area surrounding the Client's home, unless otherwise agreed in writing.

Unless Tier 3 (Pawfessor's Path) has been booked and expressly approved by the Service Provider, all walks will:

- Begin and end at the Client's registered address;
- Be conducted on foot, without the use of transport;
- Take place within a walkable radius considered safe, manageable, and enriching for the dog;
- Avoid high-risk areas including but not limited to major roads, construction sites, and heavily congested footpaths.

Under Tier 3, and subject to a one-hour minimum booking and availability, pick-up and drop-off may occur at different pre-approved local locations, such as a friend's home, groomer, or daycare, provided that:

- The alternative address is within the Service Provider's operating range;
- Both addresses and access instructions are confirmed in writing at the time of booking;
- The Client provides a suitable and secure method of handover;
- No vehicle transportation is required unless in accordance with the emergency provisions under Clause 7.

The Service Provider retains full discretion over the route taken, with consideration given to the Client's stated preferences (particularly where Tier 3 custom routes apply), the weather, the pet's behaviour and stamina on the day, and the surrounding environment at the time of service.

At no time will the Service Provider transport dogs via car, public transport, or bicycle as part of standard dog walking services. Any deviation from this policy, including requests for destination walks, offsite trails, or vehicle-assisted collection, must be agreed to in writing in advance and may incur additional fees or require a specialised service arrangement.

All dogs must be walked in accordance with local regulations, and the Service Provider will ensure full legal compliance regarding leads, public access, and control. If, in the Service Provider's opinion, environmental conditions (e.g., heat, ice, storms) or safety concerns make walking inadvisable, a reduced walk or alternative indoor/outdoor enrichment will be provided in accordance with Clause 4.3.1 (Weather Adjustments).

#### 2.1.8 EXCLUSIONS

The Service Provider reserves the right to refuse, modify, or discontinue service in specific circumstances where care cannot be delivered safely, lawfully, or in alignment with professional standards. The following subsections provide key examples of such exclusions. This list is not exhaustive.

#### 2.1.8.1 AGGRESSIVE OR DANGEROUS BEHAVIOUR

Services may be refused, suspended, or permanently withdrawn in cases where a pet displays aggressive, threatening, or dangerous behaviour—whether directed at the Service Provider, third parties, other animals, or property. Behavioural concerns are addressed in detail under Section 10 (Behavioural Management and Responsibilities), which outlines thresholds, escalation procedures, and consequences for non-disclosure or repeated incidents.

#### 2.1.8.2 UNSAFE PROPERTY CONDITIONS

The Service Provider reserves the right to refuse, modify, or discontinue the provision of services if, upon arrival or during the course of service, the Client's property is determined to pose a health or safety risk to the Service Provider, the animal(s) under care, or any third party who may reasonably be affected. The determination of whether a property is unsafe is made at the sole discretion of the Service Provider and may be based on immediate observation, prior incidents, or concerns raised during the initial consultation or service period.

Unsanitary property conditions include, but are not limited to, the accumulation of animal waste beyond what is reasonably expected for the number and type of pets on-site; persistent and overpowering odours that may indicate neglect, infection, or inadequate cleaning; the presence of decomposing food or organic matter; or visible infestations of pests such as fleas, ticks, rodents, flies, or other vermin. Such conditions pose a significant risk of disease transmission and may compromise both the welfare of the animals and the health of the Service Provider.

Structural hazards may include, but are not limited to, damaged or decaying stairs or flooring, loose or broken railings, unsecured fencing or gates that may allow for pet escape, malfunctioning or absent door locks, and exposed wiring or electrical faults. The presence of such hazards may prevent the Service Provider from entering, exiting, or navigating the property safely or may present a risk to the animal's containment and well-being. In the event that faulty enclosures or entry points contribute to a risk of escape, injury, or loss, service will not proceed until the issues have been addressed.

Environmental risks on the property may also prevent the safe execution of services. Examples include extreme indoor or outdoor temperatures (either excessively hot or cold), inadequate heating or cooling in the designated animal area, lack of ventilation or airflow, standing water or flooding, fire hazards (such as exposed flames or flammable materials near heat sources), or lack of lighting in areas necessary for service delivery. Properties that lack emergency egress, are overcrowded with animals beyond the legal or ethical capacity for care, or are used for illegal purposes involving animals will also be considered ineligible for service.

Should any such conditions be observed, the Service Provider may pause or terminate service immediately and shall notify the Client as soon as reasonably possible. It shall be the Client's responsibility to remediate the identified issues before services can resume. No refunds, reductions, or liability shall be owed by the Service Provider in the event of service interruption or refusal due to unsafe property conditions. The safety, health, and legal compliance of the service environment are a condition precedent to the continuation of care.

Where the Service Provider determines that the property conditions constitute not only a contractual breach but a risk to public or animal welfare, or are indicative of abuse, neglect, or unlawful conduct, the Service Provider reserves the right to notify the appropriate authorities without prior notice to the Client. This may include, but is not limited to, local environmental health departments, animal welfare agencies, or emergency responders. The Service Provider accepts no responsibility for the consequences of such reporting and acts in accordance with their duty under Clause 8.13 (Non-Execution Due to Health or Safety Concerns). Under that clause, the Client further agrees that services may be

terminated without refund, that they remain responsible for all fees due up to the point of termination, and that the Service Provider may make any emergency arrangements reasonably required to ensure the animal's wellbeing.

### 2.1.8.3 NON-COOPERATIVE OR FREE-ROAMING ANIMALS

Services may also be excluded if pets are not safely contained or cooperative enough to allow for safe handling, care, or control. Examples include animals that cannot be approached, restrained, brought indoors, or guided using standard methods without risk of harm. In the case of outdoor animals or pets with untrained or evasive behaviour, the Service Provider may refuse tasks that rely on reliable recall, lead attachment, medication administration, or similar procedures.

## 2.1.9 TASK RESTRICTIONS BASED ON BEHAVIOUR OR HEALTH

The Service Provider may modify, omit, or limit service tasks where a pet's behaviour, physical condition, or temperament renders those tasks unsafe, unfeasible, or inadvisable under animal welfare guidelines.

### 2.1.9.1 UNEXECUTED FEATURES

Optional features included in the service tier selected by the Client are not guaranteed if the animal's conduct or health prevents their safe execution. This includes but is not limited to: brushing or grooming, training reinforcement, walking, enrichment activities, or any other interaction requiring close proximity or handling. The Service Provider shall document any omissions and will, where feasible, suggest alternative tasks of equal value.

### 2.1.9.2 REFUND LIMITATIONS FOR BEHAVIOURAL REFUSALS

In cases where tasks are omitted due to behavioural, health, or environmental concerns beyond the Service Provider's control, no partial refund or fee reduction shall be issued unless otherwise stated. The Client remains liable for the full-service fee once service begins. For relevant refund, behavioural, and cancellation terms, refer to Section 6 (Payment Terms), Section 10 (Behavioural Management and Responsibilities), and Section 11 (Termination of Services).

## 2.2 SERVICE HOURS AND AVAILABILITY

Standard operating hours for dog walking services are as follows:

- Weekdays (Monday to Friday): 9:00am to 9:00pm
- Weekends (Saturday and Sunday): 10:00am to 8:00pm

No standard dog walking services shall be provided outside of these hours except as explicitly permitted under Clause 2.3 (Out-of-Hour Services).

Clients booking Tier 3 – Pawfessor's Path may request early morning walks between 6:00am and 9:00am, subject to prior approval by the Service Provider and strict availability. These early walks are considered *out-of-hours* and are not guaranteed. The Service Provider reserves full discretion to approve or decline early morning requests without explanation and without obligation to provide alternative arrangements.

Under no circumstances will any dog walking services be provided between 10:00pm and 6:00am. This applies across all service tiers. Clients must plan and finalise booking requests with these absolute time limits in mind.

## 2.3 OUT-OF-HOUR SERVICES

Out-of-hour dog walking services refer to any walks requested to begin or conclude outside the standard service hours defined in Clause 2.2. This includes morning walks between 6:00am and 9:00am, which are available only under specific conditions.

Out-of-hour services are offered exclusively under Tier 3 – Pawfessor’s Path, and are subject to strict availability. The Service Provider retains full discretion in determining whether such services can be accommodated, and may decline out-of-hour bookings without obligation to provide justification or alternatives.

### 2.3.1 FEES AND APPROVAL REQUIREMENTS

All out-of-hour bookings must meet the following criteria:

- Tier Eligibility: Only bookings made under Tier 3 – Pawfessor’s Path will be eligible for out-of-hour scheduling.
- Notice Requirements: A minimum of five (5) days calendar days’ notice is required for all out-of-hour booking requests. The only exception is for Tier 3 bookings, which may be accepted with as little as twenty-four (24) hours’ notice, strictly subject to availability.
- Approval: All out-of-hour walks must receive explicit approval from the Service Provider prior to confirmation. Approval is not guaranteed and is granted on a case-by-case basis, depending on staffing, safety, and scheduling capacity.

Failure to meet these requirements will result in the request being treated as invalid and the service being declined or reverted to standard hours if available.

### 2.3.2 EMERGENCY ADD-ON STRUCTURE

The following emergency-tier upgrade structure applies to all dog walking services—whether within or outside standard service hours—where the required minimum notice period outlined in Clause 2.3.1 is not met:

For service requests made with more than seventy-two (72) hours’ notice but fewer than the required five (5) full calendar days, the booking will automatically be charged at no less than Tier 2 – The Stroller’s Club pricing, regardless of the originally requested tier.

For service requests made with seventy-two (72) hours’ notice or less, the booking will automatically be charged at no less than Tier 3 – Pawfessor’s Path pricing, regardless of the originally requested tier.

These emergency-tier upgrades apply to any last-minute or late-submitted booking request in which the Service Provider is expected to accommodate the service without adequate preparation or scheduling time. This includes, but is not limited to:

- Short-notice bookings submitted outside the standard booking window
- Same-day or next-day service requests
- Unexpected extensions of previously confirmed services
- Requests to begin services earlier than originally planned

The Service Provider retains sole and final discretion to determine whether a booking qualifies as an emergency and whether it can be reasonably accommodated based on availability and operational safety.

The Client agrees to pay all emergency-tier upgrade fees in full, regardless of the tier originally requested or previously agreed. Invoices for such services are due within twenty-four (24) hours of issuance. Failure to remit payment within this time frame will result in the immediate cancellation of the offered service without further notice or obligation.

# 3 SERVICE TIERS AND SELECTION GUIDELINES

## 3.1 INTRODUCTION TO TIERED SERVICES

The Service Provider utilises a tier-based structure across all service categories to ensure transparency, customisation, and scalability of care. This system allows Clients to select a level of service that best aligns with their needs, the welfare requirements of their animal(s), and the practical demands of each booking. The tier system also facilitates clear pricing distinctions and operational clarity, helping Clients understand the precise scope and limits of their selected package prior to engagement.

### 3.1.1 PURPOSE OF TIER SYSTEM

A “Tier” refers to a predefined service package that includes a specific set of features, benefits, and care provisions as detailed in the service descriptions made available by the Service Provider. Each tier is inclusive of all features listed for that tier and, where applicable, those of the lower tiers unless otherwise stated. The tier selected at the time of booking determines the duties to be carried out, the duration and depth of the service, the expectations placed upon both the Service Provider and the Client, and the applicable fee structure.

### 3.1.2 WHAT A TIER IS

A “Tier” refers to a predefined service package that includes a specific set of features, benefits, and care provisions as detailed in the service descriptions made available by the Service Provider. Each tier is inclusive of all features listed for that tier and, where applicable, those of the lower tiers unless otherwise stated. The tier selected at the time of booking determines the duties to be carried out, the duration and depth of the service, the expectations placed upon both the Service Provider and the Client, and the applicable fee structure.

### 3.1.3 STRUCTURE OF TIERS

All services offered by the Service Provider—namely, Drop-in Visits, Dog Walking, and Pet Sitting—are organised into three distinct tiers. These tiers are designated as follows:

- Tier One: Entry-level or foundational package (e.g., *Pawfect Starters*, *The Light Lead*, *Quiet Presence*)
- Tier Two: Intermediate or premium service package (e.g., *Paws and Perks*, *The Stroller’s Club*, *Premium Companion*)
- Tier Three: Elite, all-inclusive, or enhanced care package (e.g., *Platinum Paws*, *Pawfessor’s Path*, *Above and Beyond*)

Each tier includes clearly defined inclusions. Only Tier One contains all mandatory care tasks required for the animal’s well-being. Tiers Two and Three may offer additional optional features, which the Client may activate by selecting them during the booking process or through written agreement prior to the service start date.

The Service Provider is not obligated to perform any task or provide any feature that falls outside the scope of the booked tier, regardless of whether the Client expected or assumed its inclusion.

## 3.2 TIER SELECTION AND BOOKING RULES

### 3.2.1 FIXED TIER CHOICE

The Client acknowledges that once a booking has been submitted and confirmed, the selected tier is fixed for the duration of the service period. While the Client may submit a written request to change the tier before the service period begins,

any such request will be considered solely at the discretion of the Service Provider and shall not be automatically granted. Under no circumstances will a downgrade be permitted. Requests for an upgrade will only be granted where availability allows and must be confirmed in writing by the Service Provider prior to the service start date. The Client accepts that tier upgrades, if permitted, may result in increased charges and may require a revised booking agreement.

Where a tier change is requested but cannot be accommodated, the original booking shall remain in force unless otherwise cancelled. Cancellations and rebooking's may be subject to the availability, fees, and terms outlined in Section 6 (Pricing and Payment Terms).

### 3.2.2 NO MIXING OR SUBSTITUTIONS

The tier system is structured cumulatively. Tier 1 represents the foundational and mandatory level of care and is automatically included in every service. Clients may then select Tier 2 or Tier 3 as an additional layer of service, but these tiers are never offered in isolation from Tier 1. The features of higher tiers are applied in addition to, not in place of, the features in Tier 1.

Clients may not request a blend of Tier 2 and Tier 3 features unless both tiers are explicitly selected and paid for in full. In such cases, the Client must request this arrangement in advance, and it must be agreed to in writing by the Service Provider. Approval of such requests is entirely at the Service Provider's discretion and shall not be considered standard practice. Clients are advised that such approvals will only be given in exceptional cases, if at all, and should not be expected as a routine option.

The Service Provider does not permit customisation between tiers or partial substitutions of individual features. Each tier is a fixed package and cannot be altered, combined, or restructured unless both tiers are formally selected and invoiced in accordance with the applicable pricing schedule.

### 3.2.3 TIER INTEGRITY ACROSS THE BOOKING

All services performed during a single booking must align with the tier selection confirmed in the booking agreement. However, where a booking involves clearly defined, consecutive service days (e.g., separate pet sitting visits on multiple dates), the Client may select Tier 1 or Tier 2 on different days, provided that each day is distinctly booked and invoiced in accordance with the chosen tier.

Tier 3, however, is exempt from this flexibility. Where Tier 3 is selected, it must be applied uniformly across all service days within the booking period. The Service Provider does not allow intermittent or fragmented application of Tier 3 services within a single booking.

## 3.3 HANDLING OUT-OF-TIER REQUESTS

From time to time, Clients may attempt to request services or features that fall outside the scope of the tier selected at the time of booking. This section outlines the Service Provider's policies for managing such requests and clarifies the rationale behind associated fees and limitations.

### 3.3.1 ADDITIONAL REQUESTS FROM OTHER TIERS

The Client acknowledges that any request for a feature, task, or service not included within the selected tier constitutes an out-of-tier request. Such requests are not included in the booked service and will not be carried out unless formally agreed in advance by the Service Provider. In no circumstances shall verbal requests, casual mentions, or assumptions constitute agreement to perform out-of-tier tasks.

Out-of-tier services may only be approved if:

- The Service Provider deems the request feasible, safe, and reasonable;
- Availability permits; and
- The Client agrees to pay the applicable additional charges in writing prior to the task being carried out.

The Service Provider reserves the right to deny any out-of-tier request, even if the requested feature is available in a higher service tier.

### 3.3.2 EXAMPLE OF CHARGE APPLICATION

If a Client selects Tier 2 and later requests one or more services exclusive to Tier 3, the Client will be required to pay the full difference in cost between Tier 2 and Tier 3, or the full price of both tiers if the requested services are not ordinarily offered as upgrades but as separate feature packages. No partial or pro-rata calculations will be offered for single features. If both tiers are required to fulfil the Client's request, both must be paid for in full as separate package inclusions, regardless of overlap or duration.

All such upgrades or combinations must be confirmed and invoiced by the Service Provider in writing before commencement.

### 3.3.3 RATIONALE FOR ADDITIONAL CHARGES

The Service Provider maintains strict boundaries between service tiers to ensure operational efficiency, fair pricing, and consistent service delivery. Each tier has been designed to reflect a specific level of time commitment, complexity, responsibility, and expertise.

Permitting out-of-tier services without charge would undermine this structure, compromise the quality of care, and create inconsistencies in service availability for other Clients. The Client acknowledges and agrees that all charges applied to out-of-tier requests are necessary to uphold this tiered structure and to maintain fairness and accountability across all bookings.

### 3.3.4 HANDLING REPEATED OUT-OF-TIER DEMANDS

Where a Client repeatedly makes requests that fall outside the scope of their selected tier—whether within a single booking or across multiple bookings—the Service Provider may take one or more of the following actions:

- Issue a written reminder that only selected tier features will be delivered;
- Decline the request without further discussion;
- Require that future bookings be limited to higher tiers;
- Apply additional administrative fees for continued misuse of the tier system; or
- Refuse future bookings if repeated requests amount to unreasonable demands or a breach of contractual boundaries.

The Service Provider will document any persistent misuse or disregard of tier limitations and reserves the right to take enforcement actions as appropriate under Section 11 (Termination of Services).

## 3.4 OPTING OUT OF TIER FEATURES

The Service Provider acknowledges that certain features within each tier may not always be necessary or suitable for every Client's circumstances. While each tier represents a fixed-price package, the Client may request the omission of

specific tasks, provided the conditions below are met. The tier's price will remain unchanged regardless of feature removal.

### 3.4.1 OPTIONAL TASK REMOVAL

Clients are welcome to request that one or more listed tasks or features from their selected tier be removed from their service plan. Such requests must be submitted in writing at the time of booking or with reasonable notice prior to the start of service. The Client must clearly identify which task(s) are to be excluded and may be asked to provide a brief explanation of the reason for the removal, particularly where the feature is linked to animal welfare or service continuity.

Approval of the request does not alter the cost of the service. The Client understands and agrees that tier pricing is fixed and non-negotiable, and that opting out of one or more tasks will not entitle them to any refund, reduction, discount, or substitution.

All opt-out agreements must be acknowledged in writing by the Service Provider to be valid.

### 3.4.2 EXECEPTIONS TO REMOVAL

While Clients may request the exclusion of any listed feature, the Service Provider reserves the right to reject removal requests where doing so would compromise:

- The health, safety, or wellbeing of the animal(s);
- The ability to safely enter, exit, or operate within the Client's property;
- Legal compliance, including duties related to animal welfare under applicable law;
- The Service Provider's professional standards or contractual obligations.

In such cases, the Service Provider will provide justification for the refusal and discuss alternatives where possible. If agreement cannot be reached, the Service Provider reserves the right to decline or terminate the service in accordance with Section 11 (Termination of Services).

## 3.5 TIER DISPLAY AND ORGANISATION

To ensure clarity and fairness, the Service Provider presents all tiered service offerings in a structured and standardised format. Each service type is assigned its own distinct set of tiers, and the features, pricing, and requirements within those tiers are tailored specifically to the nature of the service.

### 3.5.1 SERVICE-BY-SERVICE TIER LIST

Each core service category—Pet Sitting, Drop-In Visits, and Dog Walking—is accompanied by its own unique three-tier structure, designed to reflect the varying levels of care, time, and specialisation offered. Tier names, features, durations, and corresponding fees are published and updated in accordance with the Service Provider's published materials. The Client is responsible for reviewing the specific tier list applicable to the service they are booking and for ensuring their selection meets their animal's care needs.

No assumptions should be made that features available in one service tier (e.g. Tier 2 for Dog Walking) will automatically exist or translate across to another service tier (e.g. Tier 2 for Pet Sitting). Each list must be reviewed independently.

### 3.5.2 CONSISTENCY IN STRUCTURE

While the contents and focus of each tier vary based on the nature of the service, the structural logic remains consistent across all offerings:

- Tier 1 represents the mandatory, essential care required to meet baseline animal welfare standards.
- Tier 2 provides enhanced enrichment or maintenance tasks, building upon Tier 1.
- Tier 3 delivers the most advanced, premium, or bespoke elements of care, further extending Tiers 1 and 2.

This consistent formatting ensures that Clients can easily navigate the offerings, make informed decisions, and understand the increasing level of service associated with each step in the tier hierarchy.

No tier list shall be altered for individual Clients. Any updates to published tier features will be communicated by the Service Provider in writing and will apply prospectively to future bookings only.

## **4 CLIENT OBLIGATIONS**

### **4.1 ACCURATE INFORMATION**

The Client shall complete the designated Airtable form in full prior to the commencement of any services. The form, once submitted, remains the definitive record of pet-related information and shall continue to apply to all future bookings unless the Client requests an amendment or deletion in writing. The Client acknowledges that the submission of this form is mandatory and must occur before the start of the first scheduled service. Failure to provide the required information in its entirety may result in suspension or cancellation of services without refund, unless and until the completed form is received.

The Airtable form will be made accessible via a secure link, sent through the Client's preferred method of contact, including but not limited to WhatsApp, SMS text message, or email. A password will be provided alongside the link to ensure secure access. The Client is responsible for reporting any access issues immediately upon receipt of the link.

All required information must be supplied through the form, regardless of prior conversations, written notes, or previous submissions. Incomplete, omitted, or outdated information shall be deemed the Client's responsibility unless a written request to amend the form has been submitted by the account holder and the Service Provider has failed to act upon it prior to the service start date.

Only the account holder may request updates or changes to the information contained in the form. No emergency contact, household member, or third party may authorise modifications unless they reside in the same household, are over the age of 18, regularly communicate with the Service Provider regarding the animal's care and are known to the Service Provider as a designated decision-maker. All emergency contacts must be over the age of 18.

### **4.2 IDENTIFICATION AND TRACKING**

The Client warrants that all dogs to be placed in the care of the Service Provider are microchipped in accordance with prevailing legal requirements in England and Wales. The Client must verify that all microchip data is current, accurate, and traceable to the correct owner before the service start date. If the Client is unable to confirm the accuracy of microchip information, they must notify the Service Provider immediately. The Service Provider reserves the right to place services

on hold or cancel them outright if microchip details remain unverified at the time service is due to begin. This measure is intended to ensure the pet's traceability and to mitigate risk in the event of loss, separation, or emergency.

### 4.3 HEALTH AND SAFETY

The Client is under a continuing obligation to disclose any medical conditions, diseases, parasites, or other health concerns affecting the animal that may pose a risk to the Service Provider, other pets in care, or third parties. In the event that an animal transmits a contagious condition—zoonotic or otherwise—due to the Client's failure to disclose such condition in advance, the Client agrees to be held fully liable for all resulting harm, including but not limited to veterinary expenses, medical treatment costs, lost income, and consequential damages incurred by the Service Provider.

Where the Client is found to have knowingly withheld relevant health information, this shall constitute a material breach of contract. The Service Provider reserves the right to pursue civil remedies, including legal action, in such cases.

The Service Provider reserves the right to pursue legal remedies, including civil action for negligence or damages, where a Client's failure to disclose health-related risks results in the transmission of illness or disease to other animals or persons. This clause is enacted to uphold a reasonable standard of care and safety for all parties involved in service delivery.

### 4.4 EMERGENCY CONTACT

The Client must provide a minimum of two emergency contacts prior to the commencement of services; three contacts are preferred due to the time-sensitive nature of emergencies and the need for redundancy. Each emergency contact must be over the age of 18 and must be fully informed by the Client that they have been designated for this role. The Client bears sole responsibility for ensuring that all contact details are correct, including the emergency contact's full legal name, mobile telephone number, and their relation to the Client.

Should the information provided be inaccurate, outdated, or otherwise render the contact unreachable when urgently required, the Client shall bear all responsibility for any delays, outcomes, or consequences arising from the inability to reach an authorised party. The Service Provider shall not be held liable for any failures to act where such failures are caused by the Client's provision of incorrect or unusable emergency contact information.

Emergency contacts are expected to be reasonably available during daytime service hours, excluding overnight unless otherwise agreed. Clients are strongly encouraged to nominate individuals who work night shifts or have flexible availability for round-the-clock responsiveness where possible.

### 4.5 COMMUNICATIONS

The Client shall promptly inform the Service Provider of any updates or changes to existing information that may affect the well-being of the animal or the provision of services, irrespective of the Client's assessment of their significance. This obligation includes, without limitation, changes to the animal's health, behaviour, environmental circumstances, or special care requirements. The Client acknowledges that all such updates must be communicated in writing by the account holder, and that delays or failures in doing so may compromise the quality, safety, or feasibility of service delivery.

The Service Provider and Client mutually agree to maintain timely, clear, and constructive communication throughout the duration of the contractual relationship. In the event of any concern, issue, or emergency, both parties are expected to act without unreasonable delay to notify the other. The Service Provider shall not be held liable for any consequences arising from a lack of communication where the obligation to notify rested with the Client.

## 4.6 SECURE AND APPROPRIATE EQUIPMENT

The Client must provide all walking equipment required for the safe handling and control of their dog(s), including but not limited to leads, collars, harnesses, muzzles, and identification tags. All equipment must be in good condition, appropriately sized, and fit for purpose. The Service Provider reserves the right to refuse service if, in their professional judgment, the equipment provided poses a risk to the safety of the dog(s), the Service Provider, or others.

### 4.6.1 STANDARD SUPPLY LIST

The Client shall ensure the following items are made available for each dog walk, without exception:

- A secure, well-fitted harness or collar with a functioning lead
- Poo bags and access to bins or disposal instructions
- Fresh water and a clean bowl for post-walk hydration
- Any required treats or behavioural tools (if part of the service)
- Muzzle, if legally or behaviourally required

Failure to supply standard items may result in the cancellation of that walk, with no refund provided.

### 4.6.2 TIER-DEPENDENT ADDITIONS

The Client acknowledges that certain features included within Premium or Elite service tiers require the advance provision of specific items or equipment by the Client. Examples include, but are not limited to: grooming tools, ear or eye cleaning solutions, enrichment or training aids, replacement bedding, household cleaning products for home resets, and any materials necessary for services such as pet item collection or digital scrapbooks. Further details of tier-specific features and their respective requirements are provided in Section 3 (Tier Structure and Features). The Client accepts that any failure to supply such items in a timely and appropriate manner may result in the omission or modification of the corresponding feature at the sole discretion of the Service Provider. No refund or credit shall be due in such cases.

### 4.6.3 EQUIPMENT MAINTENANCE

#### 4.6.4 HYGIENE STANDARDS

The Client agrees to maintain a clean environment for the storage and use of walking-related items. Water bowls, leads, harnesses, and feeding accessories must be hygienically stored and free from mould, infestation, or harmful substances. The Service Provider will not use visibly soiled or hazardous equipment. Where this poses a risk to animal welfare or violates hygiene standards, services may be refused or terminated.

#### 4.6.5 EMERGENCY ACCESS EQUIPMENT

The Client must ensure that all essential emergency items—such as pet carriers, leads, harnesses, or muzzles where applicable—are clearly visible, easily accessible, and in functional condition at every booking, without exception. These items must be left in a designated, unobstructed area agreed upon prior to the start of services, or as otherwise instructed by the Service Provider. The Service Provider requires these tools to safely evacuate or transport animals in the event of an emergency (e.g., fire, flooding, medical urgency, or other unforeseen events). The failure to provide such equipment in a reliable and accessible manner may jeopardise the safety of the animal and may result in delays or an inability to act in the best interest of the pet.

The Service Provider shall not be held responsible for any harm, delay, or inability to act where the Client has not provided appropriate and accessible emergency handling equipment. The Client assumes all responsibility for consequences arising from such an omission.

## 4.7 ACCESS TO PROPERTY

The Client is responsible for providing a safe, hazard-free, and accessible environment that enables the Service Provider to enter and exit the premises freely and without risk during the scheduled service period. This includes maintaining clear pathways, securing potentially aggressive animals prior to entry, and ensuring that no environmental factors (e.g., ice, unsecured gates, aggressive third-party animals) hinder safe access. Failure to comply may result in immediate cancellation of the service without refund and may be treated as a material breach of contract in accordance with section 11.2.

## 4.8 KEYS AND ACCESS CODES

The Client agrees to provide all necessary access methods (keys, access codes, remote controls, access cards, etc.) no later than 48 hours before the service is due to commence. These must be fully functional and tested in advance. Unless otherwise agreed in writing, access credentials must be delivered directly to the Service Provider's registered address or securely exchanged at an agreed handover. The Service Provider will store all access items securely and use them solely for service provision. It is the Client's responsibility to notify the Service Provider of any change in locks, codes, or other access mechanisms at least 48 hours before the next scheduled service. Failure to do so will be considered an obstruction of service.

## 4.9 SECURITY AND SAFETY

The Client must provide any specific instructions required to maintain the safety and security of the property, including but not limited to, designated entry points, alarm codes, security procedures, restricted zones within the home, or precautions related to third-party individuals who may also have access during the service period. The Service Provider agrees to comply with all reasonable security measures provided in writing. The Service Provider will take reasonable steps to lock doors and secure the property after each visit. However, the Service Provider accepts no liability for losses or damages resulting from pre-existing property vulnerabilities or third-party access unless due to gross negligence.

## 4.10 ACCESS ISSUES

If the Service Provider is unable to access the property for any reason, including but not limited to incorrect keys or codes, blocked access points, aggressive individuals or animals, or any other preventable circumstance under the Client's control, the Client will be contacted immediately. If access cannot be resolved within 15 minutes of the scheduled service time, the service will be cancelled, and the Client will be charged in full. Two such occurrences may be considered accidental or excusable at the Service Provider's sole discretion. A third instance shall constitute grounds for immediate termination of the Agreement under section 11.2.

## 4.11 EMERGENCY ACCESS

In the event of an emergency requiring urgent access to the property, such as but not limited to fire, serious injury, medical emergency, flooding, structural collapse, or any situation posing a threat to life or serious harm to animal(s), the Service Provider will act immediately in the best interests of the animal(s) and public safety. In life-threatening situations, the

Service Provider will not delay action to contact the Client and will instead prioritise contacting emergency services and taking all reasonable steps to evacuate the animal(s) from danger, provided it is safe to do so.

Where time permits and the situation allows, the Service Provider will attempt to contact the Client and any listed emergency contacts. If access cannot be promptly obtained and emergency intervention is still required, the Service Provider reserves the right to engage third-party services such as locksmiths, emergency responders, or veterinarians. The Client agrees to bear full financial responsibility for any associated costs.

The Service Provider shall not be liable for any damage to property or injury, illness, or death of animal(s) resulting from actions taken under this clause, provided reasonable care is exercised. This includes any loss arising from emergency procedures taken in good faith during a crisis. Such events shall be governed by the provisions outlined in clause 7.5 (Force Majeure and Unforeseen Events).

## 4.12 DAMAGE TO PROPERTY

The Service Provider will exercise reasonable care to avoid damage to the Client's property during service delivery. This includes using safe handling practices, respecting instructions, and maintaining hygienic protocols. However, the Client accepts full responsibility for any damage caused by their animal(s), including but not limited to:

- Chewing, scratching, biting, or digging
- Urination, defecation, or scent marking indoors
- Damage to personal items, furnishings, walls, or flooring
- Accidents resulting from unsupervised or inadequately trained animals

The Client agrees to pet-proof the property before each booking and remove or secure items of high value or fragility. The Service Provider is not liable for damages resulting from behavioural tendencies that were not disclosed in writing before the start of service.

Additionally, if the Service Provider finds that access to essential equipment (e.g., food, dishes, litter trays) or the cleaning area (sink, sponge, soap) is unavailable or unsanitary, they will take reasonable steps to substitute equipment with clean alternatives provided by the Client. If none exist, and the conditions are deemed unsafe (e.g., spoiled wet food, rotting litter, no way to clean dishes), the Service Provider will notify the Client, complete the current booking if possible, and refuse future services. This may include reporting to animal welfare authorities where negligence is suspected. The Client remains solely responsible for the consequences of such referrals.

Any incidents involving property damage, emergency access, or denied access will be documented, and where relevant, photographic or video evidence may be collected and securely stored in accordance with privacy laws.

## 4.13 OTHER PERSONS PRESENT

For the safety and privacy of the Service Provider, the Client must disclose in advance if any other individual—such as family members, tenants, guests, or contractors—will be present at the premises at the time of collection or drop-off. The Service Provider does not accept bookings where unknown or unapproved individuals are regularly present during walk times. Repeated or undisclosed third-party presence may result in termination of services and may void insurance protections.

## 4.14 RELIABLE RECALL AND BASIC OBEDIENCE

Dogs must have a demonstrated ability to respond reliably to basic commands including 'come', 'sit', 'leave it', and 'stay', particularly when off-lead services are requested. If a dog lacks this obedience, off-lead walks will not be provided. The Service Provider reserves the right to end a walk early or adjust the service on the spot if obedience concerns arise. Failure to disclose known recall or control issues may lead to immediate contract termination and full liability for any resulting incidents.

## 4.15 NON-AGGRESSIVE BEHAVIOUR

The Client warrants that the animal(s) do not exhibit any aggressive behaviour towards people or other animals. Aggressive behaviour includes, but is not limited to, lunging, biting, excessive barking, or attempts to escape when encountering stimuli. If an animal exhibits aggressive behaviour during the provision of services, the Service Provider reserves the right to terminate the service immediately and refuse any future services as detailed in section 11.2.

If aggressive behaviour is discovered during the initial consultation or while providing services, the Service Provider will take appropriate safety precautions, including but not limited to the use of muzzles, head halters, or other behavioural management aids, as detailed in Section 10.2.

The Client must fully disclose any known aggressive tendencies in the animal(s) prior to the commencement of services. Failure to disclose such information is considered a material breach of the Agreement and may lead to the immediate termination of services, with the Client remaining liable for all fees due up to the date of termination. Furthermore, the Client may be held fully liable for any injury, harm, or damage caused by the animal(s) as a result of the undisclosed aggressive behaviour, whether to persons, animals, or property.

### 4.15.1 NON-TOLERANCE OF ESCAPE-RISK BEHAVIOUR

The Client warrants that the animal(s) do not exhibit any escape-risk behaviour, such as jumping over fences, bolting out of doors, or escaping from harnesses or cages. Escape-risk behaviour is considered a serious safety concern and will not be tolerated during the provision of services. If an animal demonstrates such behaviour, the Service Provider may immediately terminate the service and refuse any future services as outlined in section 11.2.

In the case of escape attempts that result in injury or harm to the animal(s) or others, the Client will be held fully responsible for any damages, including but not limited to veterinary bills, transport costs, and property damage. The Client must take all reasonable precautions to prevent escape-risk behaviour, including securing doors, gates, and other access points, and must inform the Service Provider of any known escape tendencies before the service begins.

## 4.16 UNFORESEEN CIRCUMSTANCES

The Client acknowledges that the Service Provider will take all reasonable precautions to prevent incidents during pet-sitting services but cannot guarantee complete control over unforeseen situations. These situations may include, but are not limited to, lead breakage, unexpected encounters with aggressive animals, or natural disasters.

In the event of unforeseen circumstances, including but not limited to accidents, illness, or emergencies that prevent the Service Provider from fulfilling their duties, the Service Provider will make every reasonable effort to resolve the situation in a timely and safe manner. However, the Service Provider cannot be held liable for the loss, injury, or death of the animal(s), nor for third-party damages in cases where safety requirements outlined in this Agreement are not met or where incidents arise from circumstances beyond the Service Provider's reasonable control.

The Client agrees that they must notify the Service Provider immediately if they are unable to meet the obligations outlined in this Agreement, including unforeseen cancellations or changes to the service schedule. In such cases, the Service Provider will follow the cancellation and refund policy as outlined in **Section 6.6**.

If the Client cancels a service unexpectedly, the Client must provide the Service Provider with as much notice as possible. If the cancellation is within a period of less than 24 hours before the scheduled service, the Client will be liable for the full-service fee, as detailed in the section 6.6.

#### 4.17 THIRD-PARTY INTERACTIONS

The Service Provider will take reasonable care to avoid unwanted contact with unknown animals or members of the public during walks. However, if the Client's dog is known to be reactive or aggressive, this must be disclosed in writing prior to service. The Client remains fully liable for any damage or injury caused by the dog's interaction with third parties. In the event of an incident, emergency measures will be taken, and services may be suspended or terminated at the Service Provider's discretion.

#### 4.18 TRANSPORT LOGISTICS

#### 4.19 DISCLOSE OF DISEASE, INFECTION OR PARASITES

The Client has the ongoing requirement to disclose, prior to each service, any known or suspected illness, infection, or parasitic condition affecting their dog(s). This includes, but is not limited to, fleas, ticks, kennel cough, vomiting, diarrhoea, or open wounds. The Service Provider reserves the right to refuse service until veterinary clearance is obtained. Failure to disclose health issues may result in the immediate termination of services and liability for any spread of disease or contamination.

#### 4.20 BEHAVIOURAL HISTORY DISCLOSURE

The Client must fully disclose any past or present behavioural issues, including aggression, fear-based reactions, prey drive, reactivity, or anxiety-related behaviours. Failure to disclose known behaviours that may compromise safety shall be treated as a material breach of this Agreement. Where significant issues arise during a walk, services may be paused pending a behavioural reassessment. For further information, please refer to section 10.

#### 4.21 REQUESTS OUTSIDE OF BOOKED TIER

Services will be provided strictly in accordance with the tier selected and paid for by the Client. The Client may not request additional features—such as longer walks, training, off-lead time, or enrichment—unless included in the booked tier. The Service Provider reserves the right to decline any out-of-tier requests during service and will report such instances as a breach of contract if repeated.

#### 4.22 TIER-BASED SERVICE ADHERENCE

Each dog walking tier offered by the Service Provider includes specific features, time allowances, and limits. The Service Provider is not obliged to exceed the limitations of the tier booked. Where Clients require additional support or services, they must upgrade to a higher tier before the scheduled appointment. No pro-rata or ad-hoc upgrades will be accepted during or after the provision of a lower-tier service.

#### 4.23 REFUSAL OF UNSAFE TASKS

The Service Provider reserves the right to refuse any task that, in their professional judgement, poses a risk to their safety, the safety of the dog(s), the public, or other animals. This includes walking in dangerous weather conditions, handling

unmanageable animals, entering unsafe environments, or using equipment that is faulty or inappropriate. Repeated exposure to unsafe situations may result in contract termination and notification to relevant authorities if animal welfare is compromised.

## **5 SERVICE PROVIDER RESPONSIBILITIES**

### **5.1 PET CARE**

The Service Provider shall deliver dog walking services according to the specific service tier selected by the Client. Only Tier 1 includes all mandatory care features—structured walks, water breaks, basic health checks, and routine medication if required. Tiers 2 and 3 provide additional elective features that are only delivered if selected at the time of booking. These may include extended walk durations, training reinforcement, post-walk grooming, and priority or last-minute bookings.

Services will be performed during the agreed walking window and are limited to the selected tier's inclusions and time allocations. Under no circumstances will the Service Provider be required to perform tasks outside the chosen tier or scheduled duration unless explicitly agreed upon in writing prior to service commencement. For complete details, refer to Section 3 (Tier Structure and Features).

### **5.2 CUSTOMISED SCHEDULE**

The Service Provider agrees to a mutually determined services schedule as arranged during the booking consultation. Standard service hours are 9:00 AM – 9:00 PM on weekdays and 10:00 AM – 8:00 PM on weekends, unless the Client has booked a tier that includes out-of-hours service.

All visits are subject to a 45-minute arrival window on either side of the scheduled time (e.g., a 3:00 PM visit may start as early as 2:15 PM or as late as 3:45 PM) to allow for real-time scheduling needs. No visits will occur between 11:00 PM and 6:00 AM under any circumstances. Schedule changes must be mutually confirmed in advance. See Section 6 (Pricing and Payment Terms) for cancellation and modification policies.

### **5.3 CLIENT COMMUNICATION**

The Service Provider shall maintain regular communication with the Client, providing essential updates such as changes in business operations, service availability, pricing, or public holiday schedules. These updates will be communicated via the Client's preferred contact method as recorded in their account. In cases of mass communication, such as general announcements or service-wide updates, information may be distributed via newsletters or bulk emails. Clients who are subscribed to the KTM Pets newsletter are responsible for monitoring these communications to remain informed of relevant changes.

### **5.4 SERVICE UPDATES**

During each service booking, the Service Provider will deliver updates related to the pet's general wellbeing, routine, and any noteworthy observations from the walk, such as mood, toilet habits, behaviour, and route highlights. Where applicable, arrival and departure times will also be communicated. These updates are intended to reassure the Client and maintain transparency throughout the service period.

## 5.5 PHOTOGRAPHS AND VIDEOS

Photographic and video updates may be provided when feasible or upon request. These updates may take the form of casual snapshots, mini or full digital scrapbooks, depending on the features included in the selected service tier. While the Service Provider will make reasonable efforts to capture clear and representative media, the quality and quantity of such content may vary due to factors such as lighting, weather, and the behaviour of the animal. No guarantees are made regarding image or video quality. Clients consent to the capture and use of such images and footage as part of service delivery in accordance with Section 15 Consents to Use of Images and Footage.

## 5.6 EMERGENCY SITUATIONS

In the event of an emergency, the Service Provider will act swiftly and in accordance with the procedures outlined in Section 7 (Emergency Protocols). This includes immediate communication with the Client and any reasonable actions required to ensure the pet's safety and welfare until further instruction is received or emergency contacts are reached.

## 5.7 BEHAVIOURAL CONCERNS

Any behavioural issues observed during care—such as aggression, anxiety, or any unusual behaviour—will be promptly discussed with the Client. The Service Provider will work collaboratively with the Client to determine appropriate adjustments to the care plan or environment to address the behaviour. Further details and responsibilities related to behavioural matters can be found in Section 10 (Behavioural Management and Responsibilities).

## 5.8 ROUTINE CHECK-INS

The Service Provider may conduct routine check-ins for Clients with ongoing or scheduled future bookings. These check-ins are intended to confirm upcoming service dates, verify access arrangements, and request additional information if required. While the Service Provider may initiate these check-ins to support continuity of care, the ultimate responsibility lies with the Client to ensure timely bookings and communicate any changes.

## 5.9 FEEDBACK AND SUGGESTIONS

Client feedback is encouraged and welcomed to support the delivery of high-quality, responsive care. The Service Provider values open communication and invites Clients to share any suggestions or concerns. Additionally, the Service Provider may offer feedback on matters such as pet enrichment, overall welfare, or improvements to care, when deemed beneficial or upon Client request.

## 5.10 EMERGENCY PREPAREDNESS

The Service Provider maintains a high standard of preparedness for emergency scenarios, which includes having immediate access to veterinary contact information, emergency services, and the Client's designated emergency contacts. Detailed procedures are provided in Section 7 (Emergency Protocols).

## 5.11 RESPECT FOR PROPERTY

The Service Provider will exercise care and professionalism while in the Client's home. Responsibilities include securing all points of entry upon arrival and departure, using facilities responsibly, respecting restricted areas, and preventing

damage or misuse of property. Should any accidental damage occur, it will be reported immediately in accordance with Section 8 Liability and Indemnification.

## 5.12 ADHERENCE TO CLIENT INSTRUCTIONS

The Service Provider will follow all Client instructions related to pet care, including but not limited to feeding schedules, medication, play preferences, exercise routines, and the use of specific walking equipment (e.g., leads, halters, harnesses, or muzzles). This also extends to instructions regarding property use, such as access points, appliances, and restricted areas. No deviations will be made without prior Client consent unless in an emergency. Please refer to Section 7 (Emergency Protocols) for further details.

## 5.13 PROFESSIONAL CONDUCT

The Service Provider shall always conduct themselves professionally. This includes engaging in ethical behaviour, maintaining punctuality, ensuring respectful and confidential communication, and demonstrating care and diligence in service delivery. The Service Provider is committed to upholding the values and reputation of KTM Pets.

## 5.14 TIER-SPECIFIC TASK EXECUTION

All services will be performed in strict accordance with the selected service tier. The Service Provider is not obligated to perform additional services or those associated with a higher tier unless the Client has upgraded their booking or a separate written agreement has been reached. This practice ensures clarity, fairness, and operational efficiency. For a complete list of tier-specific inclusions, refer to Section 3 Tier Structure and Features.

## 5.15 FEATURE-DEPENDANT CONSENT AND CONDITIONS

Certain features are dependent on the pet's species, health condition, temperament, and cooperation. Services such as grooming, ear cleaning, and environmental resets require the availability of Client-supplied materials and the pet's willingness to participate. The Service Provider retains the right to withhold, adapt, or cancel such services if safety concerns arise or the necessary conditions for execution are not met. This clause establishes ethical and practical boundaries on service delivery to safeguard the pet's wellbeing and maintain the Service Provider's duty of care. For additional context regarding service limitations and exclusions, refer to Section 6 Pricing and Payment terms and Section 3 Tier Structure and Features.

## 5.16 CANCELLATIONS AND ADJUSTMENTS

For any schedule modifications, cancellations, or refunds, Clients should refer to the applicable policies set forth in Section 6 (Pricing and Payment term) and Section 6.6 (Cancellation and Refund Policy).

# 6 PRICING AND PAYMENT TERMS

This section outlines the pricing structure for all services provided by the Service Provider, including the details of each service tier, any additional charges, and the terms related to payment processing. It specifies the standard rates for each service, as well as any applicable fees for out-of-hours services, last-minute bookings, or custom requests. The Client is made aware of the pricing for each tier and service type, with clear explanations of how charges are determined based on factors such as service duration, type, frequency, and any special requirements.

Additionally, the section covers the Client's obligations for timely payment, the accepted methods of payment, and the due dates for invoices. It includes the procedures for handling missed or late payments, as well as the penalties or actions that may result from non-compliance, such as service suspension or cancellation. The section ensures that the Client understands their financial responsibilities and the consequences of not adhering to the agreed payment terms.

## 6.1 SERVICE TIER FEES

Duration	Tiers	1 Pet	2 Pets
30 minutes	The Light Lead	£16.00	£19.00
	The Stroller's Club	£22.00	£25.00
1 Hour	The Light Lead	£19.50	£26.50
	The Stroller's Club	£25.50	£34.50
	Pawfessor's Path	£45.00--	
2 Hours	The Light Lead	£35.00	£42.00
	The Stroller's Club	£41.00	£55.00
	Pawfessor's Path	£85.00	£130.00
Over 2 Hours	The Light Lead	£19.00	£26.00
	The Stroller's Club	£26.00	£34.00
	Pawfessor's Path	£40.00	£60.00

### 6.1.1 LAST MINUTE BOOKINGS

The Client acknowledges that all services provided by the Service Provider are subject to availability, and that short-notice or urgent bookings may incur stricter terms. A booking shall be deemed a last-minute booking if the request is made within forty-eight (48) hours of the requested service start date.

Where a last-minute booking is accepted by the Service Provider, the following terms shall apply:

- Bookings made within twenty-four (24) hours of the scheduled service start date will automatically be charged at no less than the second-tier pricing rate, regardless of the service length or typical rate that would apply. No exceptions will be made under any circumstances. Payment for such bookings must be made in full within one (1) hour of the invoice being issued. Failure to make payment within this period will result in the service offer being withdrawn, and the booking will be cancelled without further notice.
- Bookings made between twenty-four (24) and forty-eight (48) hours of the scheduled service start date will be charged at the pricing tier selected by the Client at the time of booking. Payment must be made in full within twenty-four (24) hours of the invoice being issued. Failure to make payment within this period will result in the service offer being withdrawn, and the booking will be cancelled without further notice.
- The Client further agrees and understands that no refunds, credits, or rescheduling options will be provided for any last-minute bookings once payment has been made, regardless of the reason for cancellation or change of circumstances. All last-minute bookings are final and binding.

- The Service Provider reserves the right to refuse, modify, or limit the services available under last-minute conditions based on availability, logistical constraints, or the welfare and behavioural requirements of the animal(s). Acceptance of a last-minute booking does not guarantee the availability of full customisation or preliminary consultations.

### 6.1.2 OUT-OF-HOURS

The Client understands and agrees that all bookings are subject to the Service Provider's schedule and availability. While efforts will be made to accommodate preferred timeframes, no service may be scheduled to commence or conclude outside of standard service hours without express prior written agreement from the Service Provider.

Standard service hours are defined as:

- Weekdays (Monday through Friday): 09:00 (9:00 AM) to 21:00 (9:00 PM)
- Weekends (Saturday and Sunday): 10:00 (10:00 AM) to 20:00 (8:00 PM)

These parameters exist for safety, logistical, and practical scheduling considerations. Requests for services outside these hours may be refused or subject to additional conditions, at the sole discretion of the Service Provider.

If an out-of-hours arrangement is explicitly approved in writing, the Client acknowledges that additional fees may apply and accepts full responsibility for ensuring safe and timely access to the property during the approved timeframe.

### 6.1.3 FEATURE NON-EXECUTION

The Client acknowledges that under certain conditions, the Service Provider may be unable to fulfil all requested or anticipated features of the service. This may arise in circumstances including but not limited to: last-minute bookings; missing or inaccurate information provided by the Client; sudden health or behavioural changes in the animal(s); environmental or access issues; or emergencies and safety concerns affecting either the animal(s) or the Service Provider.

In such instances, the Service Provider reserves the right to modify, omit, or adapt any non-essential elements of the care routine where necessary to ensure the safe, efficient, and ethical delivery of the service. While the Service Provider will make every reasonable effort to meet the Client's preferences, the wellbeing of the animal(s) and the safety of all parties shall take precedence. Examples of potentially non-executed features may include—but are not limited to—additional enrichment sessions, grooming routines, specific feeding rituals, supplementary walks, or time-specific non-critical tasks.

No partial refund, adjustment, or future credit shall be issued where the non-execution of certain features occurs in response to valid operational concerns, emergencies, or information deficiencies beyond the Service Provider's control. The Client accepts responsibility for disclosing all relevant care details in a timely and accurate manner during the booking process to support the proper fulfilment of agreed-upon services.

## 6.2 DEPOSIT REQUIREMENTS

A non-refundable deposit equal to 25% of the total service fee is required to secure any booking. This deposit is due at the time of booking and serves to reserve the specific time slot exclusively for the Client.

Until the deposit has been received in full, the requested service slot remains unconfirmed and open for booking by other clients. KTM Pets accepts no responsibility for any unconfirmed booking that becomes unavailable due to another Client securing the same time slot by remitting their deposit first.

By proceeding with a booking, the Client acknowledges and agrees that all deposits are strictly non-refundable, regardless of cancellation, changes to the requested service, or any other reason, except in the limited circumstances outlined in Section 6.6 Cancellation and Refund Policy.

Submission of the deposit constitutes acceptance of these terms and formal confirmation of the booking request. The balance of the payment must be settled in accordance with the payment terms specified in the contract.

## 6.3 PAYMENT METHODS

All payments must be made through the KTM Pets website using the secure checkout system provided. Accepted payment methods include debit card, credit card, Apple Pay, PayPal, and other options made available via the platform.

Cash payments will only be accepted under specific and previously agreed-upon circumstances and never from Clients who have been with KTM Pets for fewer than six (6) months. Any deviation from the standard payment procedure must be formally agreed upon in writing prior to the payment deadline.

## 6.4 BALANCE PAYMENT

For all bookings, the remaining balance (after the deposit has been paid) must be paid in full no later than seven (7) calendar days prior to the scheduled start date of the service.

Failure to meet this deadline will be treated as a late payment and will be subject to the terms outlined in section 6.5.1 Late Payment.

### 6.5.1 LATE PAYMENTS

The Client shall ensure that all booking fees are paid in full by the due date specified at the time of booking and confirmed in Section 6.4 of this Agreement. In the event that full payment is not received by the stated due date, a late payment surcharge equivalent to ten percent (10%) of the total original booking cost shall be automatically applied. The revised total amount, including the late payment surcharge, must be paid in full within forty-eight (48) hours from the original payment due date.

If the Client fails to remit full payment of the revised total amount within the specified forty-eight (48) hour grace period, the booking shall be considered permanently cancelled without further notice. In such a case, any and all payments previously made by the Client, including the deposit, shall be forfeited and deemed strictly non-refundable. The Client shall have no right to reinstate the cancelled booking, nor shall they be entitled to rebook the same service dates under any circumstances.

As a courtesy, the Service Provider will endeavor to send payment reminders to the Client using all contact methods provided at the time of booking, which may include text message, email, and direct messaging via WhatsApp and/or Instagram. Reminders are generally intended to be sent one (1) week prior to the due date, two to three (2–3) days prior, and on the calendar day of the payment due date. Only the reminder on the day of the due date is guaranteed. The Client acknowledges that it is their sole responsibility to monitor, track, and comply with all payment deadlines, regardless of whether any courtesy reminders are delivered or received. The Service Provider shall not be held liable for any missed payments resulting from the Client's failure to act upon the communicated payment schedule.

### 6.5.2 REPEATED LATE PAYMENTS

Clients who incur more than one (1) late payment incident within a six (6) month period may, at the sole discretion of the Service Provider, be required to pre-pay all future bookings in full at the time of booking, without eligibility for instalment plans or deferred payment options. The Service Provider further reserves the right to decline future bookings from Clients with a pattern of repeated late payments.

### 6.5.3 BREACH OF PAYMENT PLANS

Where a payment plan or scheduled instalment arrangement has been agreed upon in writing and the Client fails to make any scheduled payment by the agreed date more than twice (2) within a six (6) month period, the plan shall be deemed in breach. In such cases, the full remaining balance of the booking shall become immediately due and payable. If the full balance is not received within forty-eight (48) hours of breach notification, the booking will be permanently cancelled, and all amounts paid up to that point will be forfeited and treated as non-refundable.

### 6.5.4 FAILED TRANSACTIONS

If a payment attempt fails due to insufficient funds, card decline, banking error, or other payment failure, the Client will be notified and provided with twenty-four (24) hours to resolve the issue by submitting successful payment. If more than two (2) failed payment attempts occur within a six (6) month period, the Client may be restricted from using certain payment methods for future transactions. No additional charges will be applied for failed transactions unless the failure occurs on the payment due date, in which case the provisions of Clause 6.5.1 (Late Payments) shall apply in full.

### 6.5.5 PARTIAL PAYMENTS

Partial payments, whether agreed upon in advance or not, will be accepted provided that the full balance of the booking is paid in full by the designated due date. Acceptance of partial payments does not alter or extend the payment deadline. If the full amount is not received by the due date, the provisions of Clause 6.5.1 (Late Payments) shall apply, including the imposition of a late payment surcharge and the potential for booking cancellation.

## 6.6 CANCELLATION AND REFUND POLICY

This section outlines the conditions under which cancellations may be made and refunds issued. By entering into this Agreement, the Client acknowledges and agrees to the terms specified herein.

### 6.6.1 CANCELLATIONS BY THE CLIENT

All deposits are strictly non-refundable, regardless of the reason for cancellation or the amount of notice provided. Any pre-payments made in excess of the deposit amount shall be refundable only if the Client provides written notice of cancellation at least five (5) calendar days prior to the scheduled start date and time of the service.

Cancellations made fewer than five (5) calendar days before the scheduled service start time shall not be eligible for any refund of pre-paid amounts, except under the specific circumstances outlined in Clause 6.6.6. Refunds or credits issued outside of these conditions are entirely at the discretion of the Service Provider and are not guaranteed under any circumstances.

### 6.6.2 CANCELLATIONS BY THE SERVICE PROVIDER

In the rare event that the Service Provider must cancel a confirmed booking, the Client shall be entitled to a full refund of all amounts paid, including the deposit. Alternatively, the Client may choose to receive a full credit for the same amount, which may be applied to a future booking at the Client's discretion.

### 6.6.3 SEVERE WEATHER CONDITIONS

In the event that services are disrupted or rendered impossible due to severe weather conditions, the deposit shall remain non-refundable. However, any remaining balance paid by the Client may be credited toward a future booking, provided the scheduled service cannot be rescheduled within a reasonable time. Additional terms regarding emergency conditions are outlined under Clause 7 Emergency Protocols.

#### 6.6.4 COMMUNICATION

For a cancellation to be considered valid and eligible for any applicable refund or credit under this Agreement, the Client must provide written notice of cancellation to the Service Provider no later than five (5) calendar days prior to the scheduled start date and time of the service. Written notice must be sent through an accepted communication channel as defined in this Agreement.

Failure to provide cancellation notice within this five-day window shall result in the forfeiture of all pre-paid amounts, except in the limited circumstances expressly outlined in Clause 6.6.6.

In situations where external or unforeseen conditions—such as severe weather, road closures, or public safety concerns—may impact the ability to perform the scheduled service safely or effectively, the Service Provider will notify the Client as early as reasonably possible. Any proposed changes to the service structure or timing will be communicated in good faith, and the Service Provider will make reasonable efforts to secure the Client's agreement. These measures are taken to safeguard the health, safety, and welfare of the animal(s) in care, and to address any logistical or operational constraints resulting from the circumstances.

#### 6.6.5 ILLNESS, INJURY OR DEATH OF ANIMAL(S)

In the event that the Client's animal passes away prior to the commencement of the scheduled service, the Client shall be entitled to a full refund of all amounts paid, including the deposit, upon request, regardless of when notice is provided.

In cases of illness or injury, the Client must provide notice no fewer than five (5) calendar days prior to the scheduled service start date to be eligible for a refund of all pre-paid amounts, excluding the deposit. If notice is received less than five (5) calendar days before the service start date, the cancellation shall be treated in accordance with Clause 6.6.1 (Cancellations by the Client), and no refund shall be issued.

#### 6.6.6 CONDITIONS UNDER WHICH CARE MAY BE SUSPENDED OR REFUNDED

While deposits are strictly non-refundable under all circumstances—including but not limited to Client cancellation, failure to communicate, inability to reschedule, or change of plans—the following exceptions may apply to the refund or crediting of any **pre-paid amounts** beyond the deposit:

- If written cancellation notice is received at least five (5) calendar days prior to the scheduled start date and time of the service;
- In the event of the death of the animal(s) for whom the service was scheduled, provided the Service Provider is notified within a reasonable period of time following the event;
- If the Client notifies the Service Provider of the intent to cancel or suspend recurring services with at least seven (7) calendar days' notice before the next scheduled service date.

For all bookings made under premium or higher-tier pricing structures, cancellations must be submitted no fewer than seven (5) calendar days prior to the scheduled service start time. Cancellations made within seven (7) calendar days of the start date and time will incur a charge equal to fifty percent (50%) of the remaining balance due, excluding the deposit. This amount shall be immediately payable and is non-refundable.

Refunds or credits under this clause apply **only** to funds paid in advance of the service start time and do **not** include the deposit. Any request for refund, suspension, or credit after the applicable notice periods shall be deemed ineligible unless otherwise granted at the sole discretion of the Service Provider.

The Client acknowledges and agrees that deposits exist to reserve availability, secure time within the Service Provider's limited working schedule, and compensate for the opportunity cost of declining other bookings. Accordingly, deposits are non-refundable under all conditions.

## 6.7 SERVICE MODIFICATION POLICY

The Client may request a modification to the scheduled service date or time—including rescheduling—by providing written notice no later than five (5) calendar days prior to the originally scheduled start time of the service. All modification requests are subject to the Service Provider's availability and must be formally acknowledged and accepted in writing to take effect. The Service Provider is under no obligation to accommodate requested changes.

Modification requests made within five (5) calendar days of the scheduled start time are considered short-notice changes. If the Service Provider is unable to accommodate such a request, the situation shall be treated as a cancellation by the Client and will be subject to the terms outlined in Clause 6.6.1 (Cancellations by the Client), including forfeiture of the deposit and potential ineligibility for refund of any pre-paid amounts.

The Client acknowledges that all deposits are non-refundable regardless of whether a schedule modification is requested or approved. If the Client chooses to cancel instead of proceeding with the original booking or an alternative time offered by the Service Provider, any refunds will be subject strictly to the notice periods and conditions set forth in Clause 6.6.1.

## 6.8 PAYMENT LIABILITY AND ENFORCEMENT

The Client agrees to be fully responsible for all payments due under this Agreement. In the event that the Client fails to make full payment by the applicable due date as specified in **Section 6.4** or any other payment terms outlined in this Agreement, the Service Provider reserves the right to take the necessary steps to enforce payment, including but not limited to the use of collection agencies or legal action.

Should the Service Provider be required to take enforcement action to recover payment, the Client agrees to pay all costs incurred by the Service Provider, including legal fees and collection agency charges. The Service Provider may also suspend or terminate any services until full payment is received.

# 7 EMERGENCY PROTOCOLS

## 7.1 VETERINARY CARE AND MEDICAL EMERGENCIES

In the event of a medical emergency during a dog walk, the Service Provider shall immediately prioritise the safety and wellbeing of the dog(s) in their care. Where circumstances permit, and it is safe and feasible to do so, the Service Provider will assess the condition of the animal(s) and initiate appropriate first response measures within their training and ability, including but not limited to administering pet first aid or removing the dog(s) from danger.

Should the nature of the injury or illness appear serious, urgent, or life-threatening, the Service Provider is authorised to transport the animal(s) to the nearest available veterinary clinic or request emergency assistance as needed. The Service

Provider shall not be held liable for any delays or complications resulting from the location, timing, or severity of the incident, provided they acted in good faith, within their professional limitations, and without gross negligence or wilful misconduct.

## 7.2 LIABILITY FOR VETERINARY AND EMERGENCY CARE

The Client authorises the Service Provider to seek veterinary care and related emergency treatment as deemed necessary for the health, welfare, or survival of the dog(s) during the course of the service. The Client agrees to be financially responsible for any resulting veterinary fees, emergency transport costs, medications, treatments, diagnostic procedures, and any associated expenses, including those incurred due to urgency or out-of-hours care.

The Client acknowledges that veterinary care may be sought at a clinic other than the dog's usual practice due to proximity, availability, or circumstances beyond the Service Provider's control. The Service Provider shall not be liable for the outcome of any veterinary treatment, or for decisions made by the veterinarian, provided the Service Provider acted in good faith and without gross negligence or wilful misconduct in facilitating that care.

## 7.3 EMERGENCY TRANSPORTATION

The Client understands and accepts that the Service Provider does not operate a motor vehicle and therefore uses alternative means of transportation, including public transport, taxis, rideshares, or other reasonable options, where emergency travel is required. The Client consents to such transport methods and understands that these may be subject to delay, cost, or situational constraints beyond the Service Provider's control.

Where transport is necessary for emergency veterinary care, the Service Provider is authorised to take the dog(s) via the most accessible and safe method available at the time. All transportation-related costs incurred in such situations, including any transportation of the animal(s) or the Service Provider, shall be borne by the Client in full. The Service Provider shall not be liable for any transport delays or consequences arising from limitations imposed by third-party services or geography.

## 7.4 EMERGENCY CONTACT INFORMATION

The Client shall provide the Service Provider with a minimum of two emergency contacts who are authorised to make decisions on the Client's behalf in the event that the Client cannot be reached during an emergency. These emergency contacts must be over the age of 18, have full awareness of their designated responsibility, and be reachable by phone during the hours in which services are scheduled. The Client confirms that all contact details are accurate and remains responsible for ensuring they are kept up to date.

In the event of a medical or behavioural emergency occurring during a dog walk, the Service Provider will make reasonable attempts to contact the Client. "Reasonable attempts" shall be defined as up to three contact attempts (calls or messages) over a period of 30 minutes from the onset of the incident. If the Client remains unreachable, the Service Provider will then make no more than two phone call attempts to each of the two emergency contacts, within a maximum of 45 minutes from the start of the emergency.

The Client acknowledges that the Service Provider is likely to be outdoors, in transit, or managing one or more dogs at the time of the incident, and as such, uninterrupted access to a phone may not be possible. The Service Provider's primary obligation during emergencies is to ensure the immediate safety and wellbeing of the dog(s) in their care. This may limit the ability to make repeated or prolonged contact attempts. Where no responsible party can be reached following the above efforts, the Service Provider is authorised to proceed with appropriate emergency action, including seeking

veterinary assistance or acting upon professional discretion. Provided such action is taken in good faith and without gross negligence or wilful misconduct, the Client agrees not to hold the Service Provider liable for any resulting decisions, outcomes, or consequences.

## 7.5 FORCE MAJEURE AND UNFORESEEN EVENTS

A “force majeure event” refers to any circumstance beyond the Service Provider’s reasonable control that prevents, disrupts, or materially alters the delivery of services. The Service Provider shall not be held liable for any delay, partial performance, or failure to perform any obligation under this Agreement where such delay or failure results from events beyond their reasonable control. This includes, but is not limited to, natural disasters (e.g., flood, earthquake, fire), extreme weather conditions, utility failures, power outages, theft, vandalism, break-ins, pandemics, government-imposed restrictions, public health emergencies, war, terrorism, civil unrest, or any situation that poses a risk to the safety of the Service Provider, the animal(s), or the public.

In such events, the Service Provider shall take reasonable steps to minimise disruption to the service, including but not limited to contacting the Client or emergency contacts (where practicable) and securing the welfare of the animal(s) to the best of their ability, in line with clause 4.11 (Emergency Access). However, where immediate action is required to preserve life, safety, or wellbeing, the Service Provider reserves the right to act without prior notice and shall not be liable for any injury, illness, death, loss, damage, or expense resulting from such action, provided reasonable care was exercised.

The Client understands and accepts that in circumstances of force majeure, continuity of service cannot be guaranteed, and that responsibility for outcomes resulting from such events remains with the Client, including any follow-up care, veterinary treatment, or rehoming required as a result.

## 7.6 DEATH OF DOG(S)

In the unfortunate event that an animal dies while under the care of the Service Provider during the provision of services, or if the animal passes prior to the start of a service, the Service Provider will act with urgency, care, and transparency. The following steps will be taken, regardless of the timing or circumstances of the animal's death:

- **Confirm the Animal’s Condition:** Upon discovering an animal’s condition, the Service Provider will immediately assess whether the animal has passed or is unresponsive, regardless of whether the animal has passed during an active service or when the Service Provider is attending to other matters or arriving for the first scheduled service.
- **Immediate Contact with the Client:** The Service Provider will immediately attempt to contact the Client. The Service Provider will make two attempts to contact the Client. If the Client is not reached after these two attempts, the Service Provider will promptly contact the animal’s registered veterinary clinic or nearest veterinary facility for professional assistance and guidance on how to proceed.
- **Contact Veterinary Facility:** If the Client is unreachable after two contact attempts, the Service Provider will immediately contact the animal’s registered veterinary clinic or nearest suitable veterinary facility for advice on the immediate steps to take to assist the animal.
- **Contact Emergency Contacts:** If both the Client and the veterinary clinic remain unreachable, the Service Provider will then attempt to contact the emergency contacts listed by the Client, making up to two phone calls per contact within the following 30 minutes.
- **Transport and Temporary Care:** If necessary, the Service Provider will arrange for the respectful transport and temporary care of the deceased animal until the Client or a designated representative assumes responsibility. This may include taking the animal to the veterinary clinic, animal shelter, or a suitable facility, depending on the circumstances.

- Situations When the Service Provider is Away or on Another Assignment: If the animal passes during a time when the Service Provider is not actively providing care (e.g., while attending to other pets or during scheduled breaks between visits), the Service Provider will follow the steps outlined above upon discovering the death. This includes immediate contact with the Client, emergency veterinary consultation, and the involvement of emergency contacts if necessary.
- Documentation: All actions taken will be logged, including the time of discovery, contact attempts, names of persons contacted, and involvement of veterinary professionals or other emergency responders.
- Liability: The Service Provider shall not be held liable for the death of any animal, whether it occurs during an active service or between visits, provided that all actions taken were in accordance with the terms of this Agreement, conducted with due diligence, and without gross negligence or wilful misconduct. The Client acknowledges and agrees that the Service Provider is not responsible for any natural death or death that occurs despite the Service Provider's best efforts.
- Responsibility for Costs: The Client agrees to cover any veterinary, transportation, storage, cremation, or other related emergency costs incurred by the Service Provider in the event of the animal's death.

All actions taken shall be logged, including the time of discovery, contact attempts, names of persons contacted, and veterinary involvement.

The Client agrees not to hold the Service Provider liable for the animal's death or associated decisions, provided the Service Provider acted in good faith, exercised professional judgement, and did not act with gross negligence or wilful misconduct. The Client remains financially responsible for any veterinary, transport, cremation, or aftercare fees incurred.

### 7.6.1 SUDDEN DETERIORATION OR UNEXPECTED SYMPTOMS

Should a dog under the Service Provider's supervision display sudden, severe, or alarming symptoms (such as collapse, seizures, significant bleeding, extreme disorientation, respiratory distress, or inability to stand), the Service Provider will prioritise emergency action as follows:

- Remove the animal from any further potential harm.
- Initiate immediate contact with the Client and, if no response within 15 minutes, begin the emergency contact protocol as outlined in Section 7.4.
- If the condition is assessed to be life-threatening or rapidly deteriorating, the Service Provider shall transport or arrange emergency transport of the animal to the nearest available veterinary practice, with or without prior approval.
- All steps taken will be documented clearly, including symptoms observed, actions taken, timeframes, and veterinary recommendations.

The Service Provider shall not be held liable for the outcomes of sudden medical episodes or accidents, provided the above actions were executed in accordance with professional standards, veterinary direction, and in the animal's best interests.

## 7.7 EUTHANASIA

The Service Provider does not have the authority to approve or request euthanasia except in an emergency situation, and only where the following conditions are met:

1. A licensed veterinary professional has formally advised that euthanasia is the most humane and necessary course of action due to:
  - a. Irreversible and severe trauma (e.g., catastrophic injury, spinal damage, or organ failure);

- b. Acute and extreme suffering where recovery is not feasible;
  - c. Life-threatening illness or condition with no chance of stabilisation.
2. The Client and both emergency contacts are unreachable after:
  - a. Two phone calls to the Client over a 45-minute period;
  - b. Two phone calls to each emergency contact within that same timeframe.
3. The Service Provider receives a formal recommendation from the veterinarian (verbally, in writing, or recorded as part of the veterinary report) confirming that immediate euthanasia is required to prevent prolonged suffering.
4. The Service Provider documents all communications and steps taken, including the veterinarian's full name, practice, contact number, and confirmation of professional opinion.

If the above conditions are met, the Service Provider may permit the euthanasia procedure to proceed in the animal's best interests. The Client agrees to waive any claim against the Service Provider regarding such a decision, provided the Service Provider acted under veterinary advice, in good faith, without gross negligence or wilful misconduct.

The Client remains financially liable for any fees associated with emergency veterinary treatment, euthanasia, and aftercare.

## 7.8 SECURITY AND PROPERTY ACCESS DURING EMERGENCIES

In the event of an emergency requiring immediate access to, or exit from, the Client's property, the Service Provider is authorised to take all necessary and reasonable actions to ensure the safety and wellbeing of the animal(s), themselves, and any involved third parties (e.g., emergency responders). This includes, but is not limited to, entering or exiting through non-standard access points, forcibly opening jammed or inoperable doors or windows, or breaching entry points in cases where time is critical (e.g., fire, property flooding, gas leak, or compromised structural access). Where keys, codes, or other entry tools are rendered unusable or inaccessible, the Service Provider shall act in the most appropriate and immediate manner to gain lawful access to the premises or evacuate the animal(s), using force only where absolutely necessary and proportionate to the emergency.

The Client agrees that the Service Provider shall not be held liable for any resulting property damage, security risk, or financial cost arising from such emergency actions, provided they were carried out in good faith and to prevent or minimise harm. This includes, but is not limited to, the cost of repairs, the risk of unauthorised third-party access following forced entry or exit, or potential theft or damage occurring in the Service Provider's unavoidable absence. The Client further agrees that the Service Provider shall not be held responsible for any animals that escape or become lost during or following such emergencies, including but not limited to instances where the property cannot be safely secured due to the nature of the incident. The Client acknowledges their responsibility to provide all necessary and functioning means of access in advance and to inform the Service Provider of any unusual risks, hazards, or access limitations.

## 7.9 SERVICE PROVIDER INCAPACITY

Should the Service Provider become unexpectedly incapacitated, injured, or otherwise unable to continue providing services during the agreed period of care, every effort will be made to inform the Client and to arrange a suitable alternative solution. If circumstances permit, the Service Provider will contact the Client directly using all provided methods and will make a minimum of three attempts over a 30-minute period. Where the Client is unreachable and the situation requires urgent care continuation, the Service Provider shall contact the Client's emergency contacts to arrange an authorised substitute. Any substitute must be pre-approved by the Client in writing or named in advance as a permitted individual. If no approved contact is available, the Service Provider may, in extreme circumstances and where necessary to ensure the animal's welfare, authorise a qualified third party such as another insured pet care professional or veterinary practice to temporarily assume responsibility. The Service Provider accepts no liability for delays in arranging replacement

care where incapacitation was sudden, unavoidable, and not reasonably foreseeable, provided that all reasonable efforts were made to secure appropriate cover. The Client agrees to hold harmless the Service Provider for reasonable decisions taken in good faith during such events.

## 7.10 INDICENTS DURING DAYTIME ABSENCE

The Client acknowledges that the Service Provider is contracted to be present on the premises only during the specifically scheduled service times and that daytime absences between services are standard and necessary for the fulfilment of other client obligations, personal responsibilities, or operational requirements. Such absences do not constitute abandonment, negligence, or breach of contract, provided that the Service Provider has fulfilled all duties as agreed during the scheduled care period(s).

In the event that an incident or emergency occurs during the Service Provider's temporary absence—whether medical, behavioural, environmental, or structural in nature—the Service Provider shall take all **reasonable and proportionate steps** to respond upon becoming aware of the situation. Reasonable actions include, but are not limited to, returning to the property as soon as practically possible, attempting communication with the Client and/or emergency contacts, and contacting veterinary or emergency professionals if the animal's welfare is at risk.

The Service Provider shall not be held liable for any harm, loss, injury, damage, or deterioration sustained by the animal(s) or to the Client's property during the period of absence between scheduled services unless it can be **clearly and objectively demonstrated** that the incident was both reasonably foreseeable and preventable during the prior visit, and that it resulted directly from **gross negligence or wilful misconduct** by the Service Provider.

This includes, but is not limited to, situations where:

- An animal ingests or chews harmful or foreign objects left within accessible reach;
- An animal becomes distressed, anxious, or agitated in the absence of supervision;
- Property is damaged due to destructive or unsupervised behaviour;
- The animal harms itself, another animal in the household, or escapes from the premises;
- An illness or condition worsens unexpectedly after the Service Provider has left.

The Client is solely responsible for ensuring that the animal(s) and property are secure, safe, and appropriately managed in between scheduled services, including minimising access to unsafe items, setting up confinement if required, and disclosing all relevant information about triggers, vulnerabilities, behavioural risks, or health conditions. The Service Provider will not be liable for any consequences arising from the Client's failure to provide adequate preparation, supervision instructions, or environmental safeguards.

The Client further agrees to notify the Service Provider of any time-sensitive or high-risk concerns prior to the start of the service so that tailored measures may be considered. While all emergencies

will be responded to promptly and in accordance with Section 7, the Client accepts that real-time supervision is not guaranteed outside scheduled care periods and that emergency responses are contingent upon notification and awareness.

## 7.11 SUBSTITUTION OF SERVICE

In the event the Service Provider becomes unexpectedly unable to fulfil a scheduled dog walking appointment, the Service Provider reserves the right to substitute the service with a drop-in visit of comparable duration or outcome, provided it is safe, appropriate, and suitable for the animal(s) involved. The substituted visit will still be performed by the Service Provider and may involve enrichment, garden access, or other welfare-focused activity suited to the dog(s)' needs and energy levels. The Client agrees that such a substitution, made in good faith, does not constitute a breach of contract if it remains within the same service duration and occurs due to illness, weather, transportation delays, or other unforeseen obstacles.

Where substitution is not viable (e.g., the dog requires physical exercise that cannot be fulfilled with a drop-in due to medical or behavioural needs), the Service Provider will make reasonable attempts to contact the Client and their listed emergency contacts to reschedule or make alternative arrangements. If no suitable alternative care can be arranged, and neither the Client nor an emergency contact is available to provide supervision or exercise for the dog(s), the booking may be cancelled or curtailed at the Service Provider's discretion and in accordance with the cancellation policy.

At no time will the Service Provider substitute themselves with another individual to carry out services under KTM Pets. In cases of extreme, life-threatening emergencies where all other solutions have failed, and no responsible contact can be reached after multiple attempts, the Service Provider reserves the right to act in the best interest of the animal(s). This may include seeking temporary external assistance (e.g., from a qualified third party) solely to prevent harm or serious neglect, but only when absolutely necessary and proportionate to the situation. Such action will only ever occur in rare, emergency situations where failure to act would compromise animal welfare.

# 8 LIABILITY AND INDEMNIFICATION

## 8.1 DAMAGE TO PROPERTY OR PERSON

The Service Provider agrees to take all reasonable care while inside the Client's home and around their property. However, by booking a service, the Client accepts that some interaction with household appliances or property may occur as part of care delivery. The Client agrees that any accidental damage or general wear caused by the Service Provider during the booked service will be handled according to the terms below.

### 8.1.1 KITCHEN APPLIANCES

The Service Provider may use the Client's kettle or facilities to make a drink of water or hot beverage during or after walks, and may use items like bowls, fridges, or microwaves only for pet-related tasks such as feeding or watering. No other kitchen equipment will be used. The Client agrees that responsible, limited use is permitted and that accidental faults caused during such use are not the Service Provider's responsibility.

### 8.1.2 BATHROOM FACILITIES

The Service Provider may use the Client's toilet facilities during dog walking visits as needed. No use of showers, baths, or extended facilities will occur. Basic hygiene use, such as handwashing and toilet use, is permitted. The Client agrees

that this level of access is reasonable and that any accidental issues arising from this use are not the Service Provider's responsibility. If access to specific bathrooms or areas is restricted, the Client must inform the Service Provider in advance.

### 8.1.3 LIVING ROOM APPLIANCES

Living room appliances will not be used during dog walking bookings unless required to calm the dog (e.g. turning on background music or TV if requested by the Client). The Client must inform the Service Provider if there are appliances that should not be used under any circumstances.

### 8.1.4 FURNITURE

Minimal interaction with furniture may occur, such as sitting down to leash the pet or while waiting for the walk to begin. The Service Provider will not use beds or lounge on sofas unless required for the dog's routine. The Client agrees that reasonable interaction with furniture for care-related purposes is permitted, and any damage from such use is not the Service Provider's responsibility.

### 8.1.5 GENERAL WEAR AND TEAR

The Client acknowledges that, during the course of providing dog walking services, light signs of wear and tear may be an inevitable consequence of the pet care service. Such wear and tear may include, but is not limited to, minor scuffing on floors, walls, or surfaces that may occur when entering or exiting the property, as well as the transfer of pet hair to various surfaces such as furniture, flooring, and doorways. Additionally, basic use of bathroom or kitchen taps, bowls, and doors may occur as part of the pet care routine, including water replenishment or feeding the pet following the walk.

Furthermore, it is understood that if the dogs enter the property after a walk, there may be the possibility of paw prints on surfaces such as floors or furniture, unless towels or other means of cleaning have been provided by the Client to mitigate such occurrences. These signs of wear and tear are considered to be a normal and unavoidable part of the service, which is inherent to the nature of pet care and walking activities.

The Client agrees that these minor and incidental effects are not grounds for any claim or complaint, as they are regarded as an accepted part of the pet care process. However, should any issues arise beyond these reasonable expectations — including, but not limited to, visible damage to walls, appliances, or furnishings resulting from the Service Provider's actions or negligence — such damage will be immediately communicated to the Client by the Service Provider. In such cases, a resolution will be sought, with any responsibility for damage attributed to the Service Provider, where applicable, in accordance with the terms outlined herein.

The Client further agrees that they shall not hold the Service Provider liable for any minor household use or wear related to the fulfillment of the dog walking service, provided such use is deemed to be within the reasonable scope of performing the service as intended. The Service Provider will always take care to minimise any impact on the property; however, the Client acknowledges that certain occurrences of minor wear, as described, are unavoidable and should be expected.

## 8.2 INJURY TO DOG(S)

The Service Provider will take all reasonable and necessary precautions to ensure the safety, security, and well-being of the animal(s) under their care during the course of dog walking services. These precautions include, but are not limited to, using appropriate walking equipment provided by the Client, adhering to safety protocols, and exercising caution in high-risk environments such as roadsides, parks, and public spaces. Despite the Service Provider's best efforts and professional conduct, the Client acknowledges that there is an inherent risk of injury to animal(s) during outdoor activities.

Such risks may result from, but are not limited to, sudden movements, aggressive encounters with other animals, consumption of hazardous items, environmental hazards, or accidents involving third parties or vehicles.

In the event that an injury occurs during the course of dog walking, the Service Provider will promptly notify the Client and take immediate and appropriate action, including administering pet first aid within the limits of their training and competence and/or seeking veterinary attention as necessary. The Service Provider will follow the Client's pre-agreed instructions regarding emergency medical care where possible and will provide timely updates and a record of the incident.

The Service Provider shall not be held liable for injuries resulting from unforeseeable incidents or circumstances outside of their reasonable control, including but not limited to the animal's pre-existing health or behavioural conditions (whether disclosed or not), unpredictable environmental factors, or third-party interactions. The Client agrees to hold the Service Provider harmless for such injuries, provided the Service Provider has acted within the standard of care expected for the service.

### 8.3 LOSS OF DOG(S)

The Service Provider will take all reasonable steps to ensure the security of the animal(s) under their care during dog walking services. This includes ensuring leads, harnesses, and collars are properly fitted and secure, only walking animals in environments deemed appropriate based on their behaviour and training and taking necessary measures to avoid high-risk situations. Nevertheless, due to the unpredictable nature of animals and outdoor environments, the Client acknowledges that there remains a risk of escape or loss.

In the event an animal is lost during a walk, the Service Provider will take all immediate and reasonable steps to recover the animal(s), including searching the surrounding area, alerting local authorities, veterinary practices, and shelters, and notifying the Client without delay.

The Service Provider shall not be held liable for the loss of an animal that occurs due to unforeseen circumstances, environmental factors, the animal's behaviour, or the failure of equipment provided by the Client. The Client accepts full responsibility for ensuring that all walking equipment supplied is safe, reliable, and suitable for the animal(s).

### 8.4 THIRD-PARTY CLAIMS

The Client agrees to indemnify, defend, and hold harmless the Service Provider from any claims, losses, damages, legal proceedings, or expenses that may arise from the actions of the animal(s) under the Service Provider's care during the provision of dog walking services. This includes, but is not limited to, claims of injury to other persons or animals, damage to property, or disputes arising from third-party encounters in public or private spaces.

The Service Provider will use reasonable judgement and precaution to avoid unnecessary interactions with third parties, including avoiding known aggressive dogs, crossing roads safely, and managing reactive behaviours responsibly. However, the Service Provider cannot guarantee the conduct of members of the public or other animals and shall not be held liable for incidents outside their control, unless due to gross negligence or reckless behaviour on their part.

### 8.5 UNFORESEEN CIRCUMSTANCES

The Client understands and accepts that unforeseen circumstances may prevent the Service Provider from delivering the scheduled dog walking service. These circumstances may include, but are not limited to, transportation failure, sudden

illness or injury, severe weather conditions, road closures, or emergencies affecting the Service Provider's ability to safely complete the service.

In such instances, the Service Provider will make every effort to notify the Client at the earliest opportunity and, where appropriate, reschedule or refund the service. The Service Provider shall not be held liable for any costs, losses, or damages incurred as a result of service interruption due to such circumstances beyond their reasonable control.

## 8.6 BEHAVIOURAL ISSUES AND AGGRESSION

The Client acknowledges that the Service Provider is not a licensed behaviourist or trainer and is not responsible for managing serious behavioural issues or aggressive conduct beyond standard safety measures. The Client agrees to disclose all known behavioural issues, including reactivity, aggression, fearfulness, and any triggers that may affect the animal(s) during walks.

Should an animal exhibit behaviour that poses a risk to the Service Provider, other animals, or the public, the Service Provider reserves the right to immediately terminate the walk and return the animal(s) to the Client's home. In such cases, no refund shall be due, and the Client will remain liable for the full-service fee. The Client will be responsible for any damages or medical expenses arising from their animal(s)' behaviour during the service.

## 8.7 ILLNESS OR DEATH OF DOG(S)

While under the Service Provider's care, all reasonable efforts will be taken to maintain the health and safety of the animal(s). In the event of sudden illness, injury, or death during a dog walk, the Service Provider will act promptly to notify the Client, administer first aid if within their competency, and seek veterinary assistance where necessary.

The Service Provider shall not be held liable for any illness, injury, or death arising from unknown medical conditions, age-related health issues, pre-existing medical conditions, or circumstances beyond the Service Provider's control. The Client agrees that unless negligence or failure to exercise reasonable care can be clearly demonstrated, the Service Provider shall not be responsible for such unfortunate events.

## 8.8 VETERINARY COSTS AND MEDICAL EMERGENCIES

In the case of a medical emergency occurring during the dog walk, the Service Provider will make reasonable efforts to contact the Client and follow their instructions regarding treatment. If the Client is unavailable, the Service Provider is authorised to seek veterinary assistance deemed necessary for the welfare of the animal(s) and will act in the animal(s)' best interests.

All veterinary and associated costs incurred during the course of the Service Provider's care shall be borne by the Client, unless such costs were necessitated by the Service Provider's proven negligence. The Service Provider shall not be held liable for the cost or outcome of medical treatment sought in good faith based on the urgency of the situation and the animal(s)' best interest.

## 8.9 LIMITATIONS OF DOG WALKING SCOPE

The Client understands and agrees that the Service Provider's role is limited to exercising, supervising, and ensuring the welfare of the animal(s) during the agreed walking session(s). The Service Provider is not responsible for the diagnosis, monitoring, or treatment of medical conditions unless previously agreed in writing and where the Service Provider is appropriately trained and comfortable to perform such tasks.

Medication administration or any special care must be supported by written, accurate, and complete instructions from the Client. The Service Provider shall not be held liable for complications arising from unclear, incorrect, or omitted information provided by the Client.

Furthermore, the Service Provider shall not be responsible for any incidents, illnesses, injuries, or fatalities occurring outside of the agreed dog walking period. The Client agrees to release the Service Provider from all liability for events occurring before or after the specified timeframe of each scheduled service.

The Service Provider undertakes to perform all services with professionalism, diligence, and reasonable care but shall not be held accountable for outcomes arising from elements beyond their control, including natural behaviours of the animal(s), other individuals or animals encountered during walks, or unpredictable external conditions.

## 8.10 CONTACTING THE CLIENT DURING AN EMERGENCY

### 8.10.1 DIRECT CONTACT WITH THE CLIENT

In the event of a medical, behavioural, environmental, or other emergency involving the animal(s) in the Service Provider's care, the Service Provider will initiate immediate contact with the Client using the most current contact information provided. The Service Provider will make all reasonable efforts to establish direct communication via telephone call in the first instance, and where unsuccessful, will proceed to use alternative methods including, but not limited to, text messages, instant messaging services, and email. The Client understands and accepts that the nature and urgency of certain emergencies may require the Service Provider to act before a response is received.

### 8.10.2 REASONABLE ATTEMPTS

The Service Provider shall be deemed to have made "reasonable attempts" to contact the Client where a minimum of three contact efforts have been initiated within a 30-minute window, utilising all available communication methods provided by the Client. These attempts will be considered sufficient to discharge the Service Provider's obligation to attempt contact before taking further steps, including, but not limited to, engaging emergency contacts or veterinary services. The Client accepts that in circumstances where immediate action is required for the welfare of the animal(s), the Service Provider may proceed with emergency measures prior to receiving explicit consent, provided such action is undertaken in good faith.

### 8.10.3 VETERINARY CONTACT PROTOCOL

Where the condition, injury, or situation affecting the animal(s) is assessed by the Service Provider as necessitating urgent veterinary intervention, the Service Provider shall prioritise contacting the designated veterinary practice or, where unavailable, a suitable alternative licensed veterinary professional. The Service Provider shall not be held liable for prioritising veterinary care over Client or emergency contact communication in time-sensitive situations where any delay would reasonably be expected to exacerbate harm or risk to the animal(s). The Client expressly authorises the Service Provider to transport the animal(s) to a veterinary facility, or arrange such transport, and consents to the Service Provider acting as an agent in liaising with veterinary professionals.

### 8.10.4 VETERINARY INSTRUCTIONS

Upon consultation with a veterinary professional, the Service Provider shall act in accordance with the professional's advice, guidance, and instructions. This may include, without limitation, authorising treatment, administering first aid, or, in rare and critical circumstances, permitting euthanasia where deemed necessary and clinically justified by the attending veterinarian. Where euthanasia is considered, the Service Provider shall adhere strictly to the processes and safeguards detailed in Clause 7.7 (Euthanasia), including all efforts to contact the Client and emergency contacts beforehand. The Client agrees that any actions undertaken by the Service Provider in reliance on veterinary direction shall be considered valid, necessary, and in the best interests of the animal(s), and waives any right to bring a claim against the Service Provider in connection with those actions, provided they were undertaken in good faith and without gross negligence or wilful misconduct.

#### **8.10.5 CONTACTING EMERGENCY CONTACTS**

If the Client cannot be reached following reasonable attempts as defined herein, the Service Provider is authorised to initiate contact with the emergency contact(s) supplied by the Client. The emergency contact(s) shall be empowered to provide guidance or authorise actions on the Client's behalf regarding the health, welfare, or safe handling of the animal(s). The Client accepts full responsibility for ensuring that all emergency contacts are informed in advance of their potential role and are authorised to act on the Client's behalf during periods of the Service Provider's care. It is the Client's sole responsibility to ensure that such contacts are valid, responsive, and kept up to date at all times.

#### **8.10.6 DOCUMENTATION**

The Service Provider shall maintain written records of all communication attempts, the identity of all individuals contacted, the time and method of contact, the advice or instructions received from veterinary professionals, and any actions taken as a result of the emergency. This documentation shall serve as contemporaneous evidence of the Service Provider's conduct and shall be admissible for the purposes of defending against any future claims or disputes. The Client confirms that it is their responsibility to keep all contact information—including personal, emergency, and veterinary details—accurate and current, and accepts that any failure to do so may result in delayed response times or impaired emergency decision-making for which the Service Provider shall not be held liable.

#### **8.10.7 EMERGENCY EQUIPMENT PROVISION**

The Client shall comply with the requirements set out in Clause 4.6.5 (Emergency Access Equipment). Failure to do so may compromise the Service Provider's ability to act promptly and effectively in emergency situations. Where such failure materially endangers the animal's welfare or obstructs emergency procedures, the Service Provider may escalate the matter as outlined in Section 11.

### **8.11 INCIDENTS WITH OTHER DOGS OR PEOPLE**

The Client understands that during the course of outdoor walks, interactions with members of the public, other dogs, wildlife, or environmental stimuli may occur, some of which are outside of the Service Provider's control. The Service Provider agrees to take all reasonable precautions to manage the dog(s) appropriately, including the use of safe walking equipment and maintaining awareness of surroundings. However, the Client accepts that dogs may react unpredictably in public environments, and the Service Provider cannot be held liable for injuries, damages, or behavioural consequences arising from third-party actions or unforeseeable triggers, provided the Service Provider acted without gross negligence or wilful misconduct. The Client must disclose any history of reactivity, aggression, or poor recall, as well as any equipment or handling instructions that may reduce risk. The Service Provider reserves the right to terminate a walk immediately where behaviour becomes dangerous to the dog, the public, or the Service Provider.

### **8.12 DISPUTES, EVIDENCE AND DOCUMENTATION**

In the event of any concern or complaint raised by the Client in connection with dog walking services, the Service Provider shall maintain accurate records of each walk, including arrival and departure times, location details, behavioural observations, and any incidents that occur. Such documentation, which may also include photographs or videos taken in accordance with data protection regulations, shall serve as the primary source of evidence and be considered credible unless refuted by clear, verifiable information. The Client agrees that disputes must be reported in writing within seven (7) calendar days of the walk in question. The Service Provider will review all relevant material and engage in fair discussion where appropriate. Both parties agree to pursue informal resolution where possible prior to seeking external arbitration or legal remedy.

## 8.13 NON-EXECUTION DUE TO HEALTH OR SAFETY CONCERNS

The Service Provider retains full discretion to refuse or discontinue a scheduled dog walk if, at the time of attendance, the animal's behaviour, weather conditions, environmental factors, or other health and safety risks render the service unsafe to continue. This includes, but is not limited to: extreme weather, severe pulling, unmanageable aggression, poorly fitted or faulty equipment, or the presence of hostile individuals. The Service Provider shall notify the Client of the concern as soon as possible and, if appropriate, will offer a shortened walk, play session, or in-home care alternative. In such cases, the Client shall remain liable for the full or partial cost of the visit, as determined by the Service Provider in accordance with their cancellation and modification policy. No refund shall be due where service was refused in good faith due to legitimate safety concerns.

# 9 INSURANCE AND CERTIFICATIONS

## 9.1 INSURANCE COVERAGE

The Service Provider is fully insured under a policy issued by Petplan Sanctuary (Brooks Braithwaite), Policy Reference: IS52473601. This policy provides comprehensive coverage for services rendered under this Agreement and is valid from 29 June 2024 to 29 June 2025. The Service Provider agrees to maintain continuous coverage by renewing the policy prior to its expiry. In the event of a lapse in insurance cover, the Service Provider reserves the right to suspend all services until coverage is reinstated. Any bookings affected by such a suspension shall be managed in accordance with Section 5 of this Agreement.

The current insurance policy provides the following cover:

- Public Liability: up to £5,000,000
- Professional Indemnity: up to £100,000
- Loss or Theft of Keys: up to £10,000
- Care, Custody, and Control of Animals: up to £1,250 per animal
- Custodial Responsibility: up to £10,000

The Client acknowledges that while every reasonable effort will be made to provide safe, responsible, and professional care, the Service Provider's liability is limited to the scope and extent of the insurance policy outlined above. The Client further accepts that any incident, injury, or loss falling outside of the insured categories, or arising from a breach of this Agreement by the Client, shall not be the responsibility of the Service Provider.

## 9.2 PROFESSIONAL QUALIFICATIONS AND CERTIFICATIONS

The Service Provider possesses the necessary qualifications and certifications to deliver professional, safe, and competent animal care services. These credentials demonstrate the Service Provider's formal education, compliance with legal and industry standards, and ongoing commitment to professional development.

The Service Provider holds a Level 4 Qualification in Canine Behaviour, which provides advanced knowledge in canine psychology, behaviour theory, and the practical application of behavioural management techniques. This qualification ensures the Service Provider is suitably educated to handle and respond to behavioural concerns and complex cases, in accordance with current best practice and welfare legislation.

In addition, the Service Provider has completed a Level 3 Advanced Technical Diploma in Animal Management, obtained in 2018. This qualification confirms competence in multiple aspects of animal care and husbandry, including but not limited to animal health, welfare, behavioural assessment, species-specific needs, and ethical handling practices across a range of domestic and exotic animals.

The Service Provider has successfully completed a Pet Sitting and Dog Walking Business Course, covering the operational, legal, and ethical responsibilities required for the professional provision of pet care services. This course supports the lawful and informed delivery of both walking and sitting services and reflects a strong understanding of duty of care principles.

The Service Provider is also certified in Pet First Aid and CPR (Level 3), with the certificate issued with distinction on 24 September 2024. This qualification confirms the ability to provide immediate emergency assistance in the event of illness, accident, or injury involving animals during the course of care.

To ensure suitability for working within environments involving trust and responsibility, the Service Provider has undergone a Disclosure and Barring Service (DBS) check, completed on 29 June 2024, under Certificate Number 001187463493. The Service Provider has no criminal record and is cleared to work with both animals and members of the public, including vulnerable individuals.

All qualifications are current and valid as of the date of this Agreement. Evidence of certification can be made available upon request by the Client. The Service Provider commits to maintaining continued education and training in order to uphold high standards of care and service delivery.

### 9.3 LIMITATIONS OF LIABILITY REGARDING INSURANCE COVERAGE

While the Service Provider maintains comprehensive and active insurance coverage through Petplan Sanctuary (Brooks Braithwaite) under policy number IS52473601, valid from 29 June 2024 to 29 June 2025, the Client acknowledges that this coverage has specific limits, exclusions, and conditions. The Service Provider's insurance includes, but is not limited to, public liability (£5,000,000), professional indemnity (£100,000), care, custody and control of animals (£1,250 per animal), custodial responsibility (£10,000), and key loss or theft cover (£10,000). However, the Service Provider shall not be held liable for any incidents, damages, losses, or claims that fall outside the scope of this policy or that exceed the financial limits set out therein.

The Client accepts that certain occurrences—such as pre-existing medical conditions, behavioural incidents not disclosed in advance, or damage to property not in the Service Provider's custody or control—may not be eligible for compensation under the Service Provider's insurance. In such cases, the Service Provider will provide reasonable cooperation with any investigation or claims process but shall not be held financially liable for any resulting losses or legal expenses incurred by the Client or third parties.

It is the Client's responsibility to read and understand the limitations of the Service Provider's insurance as outlined in this Agreement. The Service Provider accepts no liability for losses that could have reasonably been mitigated by the Client through the procurement of their own insurance coverage or through full and accurate disclosure of relevant information prior to the commencement of services.

## **9.4 CLIENT'S RESPONSIBILITY FOR INSURANCE**

The Client is solely responsible for ensuring that their animal(s) are adequately covered under their own insurance policy or policies. This includes, but is not limited to, coverage for veterinary expenses, third-party liability, damage to property, injury to others, and cancellation or disruption due to health, behavioural, or legal issues affecting the animal(s).

The Service Provider strongly recommends that Clients maintain appropriate and up-to-date pet insurance that includes third-party liability and accident cover. In circumstances where no such policy exists, the Client accepts full financial and legal responsibility for any incidents, injuries, damages, or claims arising from their animal(s) during the course of services provided by the Service Provider, including during transportation, walking, pet sitting, or in-home visits.

Should the Client's failure to hold suitable insurance result in any loss, injury, or damage, the Client agrees to indemnify the Service Provider against any liability, legal action, compensation claim, or other financial burden resulting therefrom. The Service Provider will not be held liable for any veterinary fees, emergency treatment costs, or associated consequences caused by a lack of adequate insurance coverage on the part of the Client.

The Client further acknowledges that it is their responsibility to disclose all relevant insurance details to the Service Provider upon request, including policy provider, coverage terms, and emergency contact information. Failure to do so may affect the Service Provider's ability to act appropriately in an emergency and may result in the limitation or suspension of services.

# **10 BEHAVIOURAL MANAGEMENT AND RESPONSIBILITIES**

## **10.1 DISCLOSE OF BEHAVIOURAL ISSUES**

The Client is under a continuing obligation to fully and accurately disclose, in writing, all known behavioural tendencies of their animal(s) prior to the commencement of any services under this Agreement. This includes, but is not limited to, any history or signs of aggression towards humans or other animals, unpredictable or fear-based responses, possession-related aggression, reactivity to environmental stimuli, anxiety-induced behaviours, or any conduct that could pose a risk to the health and safety of the Service Provider, the animal itself, other animals, or members of the public. The Client further acknowledges that failure to disclose such behavioural issues shall be considered a material breach of this Agreement and may result in the immediate termination of services. In such circumstances, the Client shall remain liable for all service fees due up to the date of termination and may be held fully liable for any injury, harm, or damage caused as a result of the undisclosed behaviour, whether to persons, animals, or property.

## **10.2 MUZZLESS AND BEHAVIOURAL AIDS**

Where, in the professional judgment of the Service Provider, the use of muzzles, head halters, harnesses, anxiety wraps, or other behavioural management tools is deemed necessary to ensure the safety of the animal(s), the Service Provider, or others, the Client agrees to supply and authorise the use of such aids. The requirement for behavioural aids may be determined based on information disclosed by the Client, observations made during consultations or services, or emerging behavioural concerns during the provision of care. The Service Provider reserves the right to refuse or suspend

services where appropriate behavioural aids are not provided or utilised, or where the Client fails to follow reasonable behavioural management advice. The use of such aids does not relieve the Client from responsibility for the underlying behaviour of the animal(s), nor does it limit the Service Provider's right to terminate services should a risk to health or safety persist.

### 10.3 RESPONSIBILITIES OF CLIENTS WITH BANNED DOG BREEDS

Clients who own or are in possession of a dog that falls within the scope of banned or legally restricted breeds under the law of England and Wales, including but not limited to those designated as prohibited under the Dangerous Dogs Act 1991 (as amended), such as the XL Bully, must comply strictly with all relevant legal obligations. This includes ensuring that the dog is registered under the Index of Exempted Dogs (IED), neutered in accordance with the legal deadlines, kept on a lead and always muzzled in public and during outside services, and is housed in a secure and controlled environment. The Client must also hold valid third-party public liability insurance as required by law and provide all relevant documentation, licences, exemption certificates, and identification tags to the Service Provider upon request. It is the Client's sole responsibility to ensure their compliance with all current legislation and insurance terms relating to the care, control, and transport of banned or exempted dogs. The Service Provider reserves the right to refuse or withdraw services to any banned or restricted breed where compliance documentation is not provided, where the required control measures are not in place, or where continued service provision would conflict with the Service Provider's insurance terms or legal obligations. The Client agrees to indemnify the Service Provider against any legal or financial consequences arising from a failure to comply with the above responsibilities.

### 10.4 IMMEDIATE TERMINATION OF SERVICES

The Service Provider retains the unilateral right to terminate services immediately, without prior notice, if an animal is deemed to pose a threat to the health or safety of the Service Provider, the animal itself, other animals, or any third party. This includes, but is not limited to, the exhibition of unreported aggressive behaviour, escalation of known behavioural issues, repeated failure to follow safety instructions, or the absence of necessary control measures. Termination under this clause shall not relieve the Client of their responsibility for payment of services rendered up to the date of termination. The Client shall also remain liable for any injuries, veterinary bills, property damage, or other costs arising from the behaviour of their animal(s) before or during the time of service, whether or not such incidents contributed to the termination.

### 10.5 ESCALATION AND REVIEW

In the event that behavioural concerns arise during the course of service provision, the Service Provider may, at their professional discretion, suspend services temporarily and request a behavioural review, updated information, or additional support measures from the Client. Services may be reinstated only where it is reasonably determined that the risk level has been reduced and appropriate management strategies have been implemented. As a qualified canine behaviourist with professional training and experience, the Service Provider's assessment of safety, behavioural escalation, and the suitability of continuing services shall be considered final and made in accordance with their duty of care. Where the Client wishes to appeal the suspension or termination of services based on behavioural concerns, they may do so by submitting a written request within fourteen (14) days of service disruption. The Service Provider will consider all relevant information in good faith; however, their final decision shall be binding and not subject to further dispute under this Agreement.

# 11 TERMINATIONS OF SERVICES

## 11.1 TERMINATION BY EITHER PARTY

Either the Client or the Service Provider may terminate this Agreement by providing written notice to the other party, with such notice being given no less than fourteen (14) days in advance of the intended termination date. The notice shall be delivered via email or postal service, and the date of termination shall be deemed the last day of the notice period. In the event of termination by either party, both the Client and the Service Provider shall remain obligated to fulfil any outstanding duties or payments due under this Agreement up to the effective date of termination.

## 11.2 IMMEDIATE TERMINATION

The Service Provider reserves the right to immediately terminate this Agreement under the following circumstances:

- **Aggressive Behaviour:** Should the animal(s) under the Client's care exhibit aggressive behaviour that poses a risk to the Service Provider, other animals, or any individuals, the Service Provider may immediately cease all services without prior notice.
- **Breach of Contract:** Immediate termination may occur in the event of a breach by the Client, including but not limited to failure to disclose known behavioural issues, failure to make timely payments, failure to comply with any safety protocols, or any other material breach of the terms of this Agreement.
- **Dangerous Situations:** In any situation where, in the sole judgment of the Service Provider, there arises an immediate risk to the health, safety, or wellbeing of the animal(s), the Service Provider, or others, the Service Provider shall have the right to terminate this Agreement without notice. This includes, but is not limited to, situations that may endanger the life or health of the animal(s) or individuals involved in the provision of services. In cases of immediate termination, the Service Provider shall not be held liable for any damages, losses, or inconveniences resulting from such termination.
- **Unsanitary or Unsafe Conditions:** If the Client's premises are deemed to be unhygienic or lacking the necessary sanitary conditions for the safe provision of services—particularly where no clean facilities, appropriate cleaning supplies, or suitable alternatives are available for handling food, water, and waste—the Service Provider may immediately terminate the Agreement. The Client shall bear full responsibility for the consequences of such termination, including any welfare interventions required by the Service Provider.
- **Failure to Provide Emergency Equipment:** Where the Client fails to provide readily accessible and functional emergency equipment as specified in Clause 4.6.5—such as leads, harnesses, or pet carriers—the Service Provider may terminate the Agreement if such failure compromises the ability to act in urgent situations, including emergencies or evacuations.
- **Obstruction of Care or Access:** If the Client, or any person or condition under the Client's responsibility, prevents the Service Provider from entering the premises, accessing the animals, or reaching the required equipment needed to carry out the service safely and effectively on two or more occasions, the Agreement may be terminated immediately without further notice. This includes, but is not limited to, incorrect or missing keys or codes, locked or restricted access to animals or supplies, individuals refusing entry, or unsafe physical conditions that impede service delivery. The first and second occurrences may be treated as accidental or remediable at the discretion of the Service Provider; however, a third instance shall constitute grounds for immediate termination.

## 11.3 REFUNDS UPON TERMINATION

In the event of termination of this Agreement, any prepayment for services not yet rendered shall be refunded to the Client on a pro-rata basis. The refund will be calculated based on the number of services already provided by the Service

Provider as of the termination date, relative to the total amount received by the Service Provider for the booking. Refunds will be processed within thirty (30) days following the effective date of termination. However, no refund shall be issued if the termination occurs as a result of a breach by the Client, including but not limited to failure to provide full and accurate information regarding the animal(s) (such as behavioural issues), failure to make timely payments, or any other breach of this Agreement by the Client. In such cases, the Client shall remain liable for the full amount for the services booked up to the effective date of termination, and no refund will be provided for any services already rendered prior to the termination date. Furthermore, the deposit paid by the Client upon booking is non-refundable, regardless of the circumstances, including but not limited to the termination of this Agreement by either party.

## **11.4 OUTSTANDING PAYMENTS**

In the event of termination by the Client or due to a breach of contract by the Client, the Client shall remain liable for any and all outstanding payments owed for services rendered up until the effective date of termination. All outstanding payments must be settled immediately upon termination, and in the event of non-payment, the Service Provider reserves the right to pursue any available legal remedies to recover the debt.

## **11.5 CLIENT'S RIGHT TO APPEAL**

In the event of immediate termination due to aggressive behaviour or a breach of contract, the Client shall have the right to appeal the decision. The Client may submit a written request for reconsideration to the Service Provider within thirty (30) days from the date of receiving notice of termination. Upon receiving the appeal, the Service Provider shall review the circumstances surrounding the termination and provide a final decision within fourteen (14) days of receiving the appeal. The decision of the Service Provider shall be final and binding.

## **11.6 TIER ADJUSTMENT OR DOWNGRADE UPON AGREEMENT**

Where both parties mutually agree, the Service Provider may, at its discretion, adjust or downgrade the services provided to the Client. Such adjustments may be based on the changing needs of the Client or the service provision, or in response to any material change in circumstances, including but not limited to the animal's health, behaviour, or any other factors that may impact the service being provided. Any changes shall be reflected in the agreed terms of the Agreement, and a new schedule or pricing may be established upon mutual consent of the parties.

# **12 CONFIDENTIALITY AND NON-DISPARAGEMENT**

## **12.1 CONFIDENTIAL INFORMATION**

Both parties acknowledge that during the term of this Agreement, each may disclose to the other certain confidential and proprietary information, which may include, but is not limited to, the Client's contact details (e.g., phone numbers, addresses, email addresses), home security information (e.g., alarm codes, access instructions), the animal(s)' health conditions, medical history, treatment plans, and any other confidential or proprietary information relating to the services provided under this Agreement. The parties agree that all such information shall be treated as confidential and shall not be disclosed to any third party, except as necessary to perform the obligations under this Agreement.

Each party further agrees that any disclosure of confidential information shall only be made to those individuals or entities that have a legitimate need to know, and any such individuals or entities will be bound by confidentiality obligations consistent with those contained in this Agreement. Furthermore,

neither party shall disclose confidential information to any third party without the prior written consent of the other party, unless required by law or court order.

The obligation of confidentiality shall survive the termination of this Agreement for a period of five (5) years, except for information that no longer qualifies as confidential, either due to becoming publicly available or losing its commercial value. Information that ceases to be confidential or commercially valuable will no longer be subject to the confidentiality obligations contained herein.

## 12.2 NON-DISPARAGEMENT

This section outlines the Client's agreement not to make any negative or harmful statements, whether publicly or privately, regarding the Service Provider, its services, employees, or contractors. The Client acknowledges that maintaining a professional and respectful relationship is essential for the continued success of the business. This includes refraining from posting negative reviews or comments on social media, online forums, or any other public platform that could damage the reputation or goodwill of the Service Provider.

The Client agrees that in the event of any dissatisfaction or dispute, they will first attempt to resolve the issue amicably through direct communication with the Service Provider. Only after reasonable efforts to resolve the issue have been made should any concerns be raised in a manner that does not harm the reputation of the Service Provider. Any violation of this clause could result in legal action or the termination of services, depending on the severity of the disparaging conduct.

### 12.2.1 NON-DISPARAGEMENT OBLIGATIONS

The Client agrees that they shall not make, publish, or communicate to any third party any false, defamatory, or disparaging statements regarding the Service Provider, its business, employees, agents, representatives, subcontractors, or affiliates (collectively referred to as the "Protected Parties"). This obligation shall apply throughout the term of this Agreement and indefinitely thereafter, and extends to all forms of communication, including verbal, written, or electronic, whether communicated publicly or privately.

Specifically, the Client agrees not to make any false or misleading statements regarding the Service Provider or any Protected Party, including but not limited to accusations of negligence, misconduct, unprofessionalism, or other claims that could harm the reputation or business of the Service Provider, unless such statements are substantiated by verifiable, factual evidence. The Client further agrees not to make any unfounded or unsubstantiated claims or allegations that could negatively impact the Service Provider's reputation.

### 12.2.2 PERMISSIBLE FEEDBACK AND REPORTING

This clause does not prohibit the Client from engaging in truthful, factual, and constructive feedback. The Client retains the right to provide honest, accurate feedback regarding their personal experiences with the Service Provider's services, provided such feedback is based on direct, first-hand experiences and is factually correct. Furthermore, the Client is entitled to report legitimate concerns or complaints regarding misconduct, animal welfare, or breach of this Agreement to the relevant legal authorities, regulators, or licensing bodies, provided such reports are made in good faith and are based on actual observations or evidence. The Client also retains the right to cooperate or participate in any legal, regulatory, or administrative proceedings, including investigations, where required by law, without facing repercussions under this Agreement.

### 12.2.3 ENFORCEMENT AND REMEDIES

The parties acknowledge that any breach of the non-disparagement provisions of this Agreement may cause irreparable harm to the Service Provider's reputation, which may not be fully compensated by monetary damages alone. Therefore, in the event of a breach or threatened breach of this clause, the Service Provider shall be entitled to seek injunctive relief to prevent further violations, in addition to any other remedies available under applicable law.

The Service Provider may also seek liquidated damages, which the parties agree will reflect the harm caused by any violation, including but not limited to, loss of revenue, reputational harm, and the costs incurred in mitigating or addressing the breach.

#### **12.2.4 SURVIVAL AND APPLICABILITY**

The provisions of this Non-Disparagement clause shall remain in full force and effect following the termination or expiration of this Agreement. The Client agrees that this clause is enforceable in any jurisdiction where a violation may occur and that the obligations contained herein shall be governed by and interpreted in accordance with the laws of England and Wales.

### **12.3 DURATION OF NON-DISCLOSURE AGREEMENT**

The confidentiality obligations set forth in this Agreement shall remain in effect during the term of the Agreement and for a period of five (5) years after the termination or expiration of the Agreement, except in respect of any confidential information that ceases to retain its confidential status due to losing its commercial value.

### **12.4 EXCLUSIONS**

Nothing in this clause shall prevent the Client from disclosing information in accordance with legal obligations or reporting genuine concerns relating to animal welfare or breaches of law to the appropriate authorities. Confidentiality obligations will not apply to information that becomes publicly available through no fault of the Client or is independently developed by the Client without reference to the confidential information. The Client is also permitted to disclose confidential information when required by law, court order, or when explicitly authorised in writing by the Service Provider.

## **13 GOVERNING LAW**

### **13.1 JURISDICTION AND APPLICABLE LAW**

This Agreement shall be governed by, and construed in accordance with, the laws of the England and Wales. The parties expressly agree that any disputes arising out of, or in connection with, this Agreement, including but not limited to its validity, interpretation, performance, or breach, shall be subject to the exclusive jurisdiction of the courts of the England and Wales.

### **13.2 DISPUTE RESOLUTION**

In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement, the parties agree to first seek to resolve the matter through amicable discussions in good faith. If such informal discussions fail to resolve the dispute within a reasonable time frame, the parties agree to attempt to resolve the dispute through mediation before any formal legal action is pursued.

The mediation process shall be conducted by an independent mediator, selected jointly by the parties, or, in the absence of agreement, appointed by the relevant mediation authority in the United Kingdom. The mediation shall take place in the

United Kingdom and be conducted in English. The parties agree to bear their own costs associated with mediation, unless otherwise agreed during the mediation process.

If mediation does not result in a satisfactory resolution within 30 days of the initiation of the process, either party may then seek resolution of the dispute through the courts of the United Kingdom. For the avoidance of doubt, this Agreement does not prevent either party from seeking urgent interim or injunctive relief in a court of competent jurisdiction if required to protect their interests during the dispute resolution process.

### **13.3 WAIVER OF JURISDICTION CLAUSE**

Both parties acknowledge and agree that the provisions of this section shall be enforceable in the courts of any jurisdiction, to the extent that a party seeks to enforce the terms of this Agreement or obtain judgment, subject only to the limitations outlined herein.

## **14 FORCE MAJEURE**

### **14.1 DEFINITION OF FORCE MAJEURE**

Neither party shall be held liable for the failure to perform or for the delay in performing any obligation under this Agreement where such failure or delay is caused by events, circumstances, or conditions beyond their reasonable control, and which are not attributable to their fault or negligence. These events may include, but are not limited to:

- Natural disasters (e.g., earthquakes, floods, hurricanes, etc.),
- Severe weather conditions (e.g., extreme storms, snow, etc.),
- Pandemics, epidemics, or widespread health crises (e.g., COVID-19, avian flu, etc.),
- Governmental actions or directives (e.g., lockdowns, travel restrictions, curfews, etc.),
- Acts of terrorism, civil unrest, riots, or war,
- Fire, explosion, or any other unforeseen event or circumstance that prevents, hinders, or delays the performance of the Agreement.

In the event of such circumstances, the affected party will be excused from performing their contractual obligations during the period of the force majeure event, provided that the event is not a result of their own actions or omissions.

### **14.2 NOTIFICATION**

The party affected by the force majeure event shall notify the other party as soon as reasonably practicable after the occurrence of the event. This notification must include details of the nature of the force majeure event, including an explanation of how the event impacts the affected party's ability to fulfil their contractual obligations. Furthermore, the affected party shall provide an estimate of the expected duration of the force majeure event, to the extent possible. The party affected by the event shall also provide any necessary updates during the event, and the expected impact on their ability to fulfil the terms of the Agreement. The notification shall be given promptly and in no event later than 48 hours after the event occurs.

### **14.3 REASONABLE STEPS**

Both parties agree to take all reasonable measures to reduce, eliminate, or otherwise mitigate the impact of the force majeure event on their respective obligations under this Agreement. These measures may include, but are not limited to,

rescheduling services, modifying the method of service delivery, and communicating alternative arrangements or solutions. The parties agree to discuss and explore any potential solutions to reduce disruption to the performance of the Agreement, including revising service delivery methods, adjusting timelines, or accepting alternative arrangements. The affected party will make reasonable efforts to continue to provide services during the force majeure event to the extent possible, even if those services are altered or temporarily delayed.

## **14.4 SERVICE PROVIDER'S RESPONSIBILITY**

The Service Provider will make reasonable efforts to continue providing services where possible during the force majeure event. If the Service Provider is unable to deliver services due to the force majeure event, the Service Provider shall notify the Client as soon as practicable and shall make every reasonable effort to work with the Client to determine alternative solutions or arrangements. This may include rescheduling services, modifying service methods, or communicating any adjustments necessary to accommodate the impact of the force majeure event. If the Service Provider cannot perform any services as agreed, they shall notify the Client in writing as soon as practicable and provide details of any potential delay or changes to the service schedule. The Service Provider is committed to working collaboratively with the Client to reach mutually agreed solutions.

## **14.5 CLIENT'S RESPONSIBILITY**

The Client agrees to remain flexible and understanding if services are disrupted, delayed, or modified due to force majeure events. The Client shall cooperate with the Service Provider to facilitate any necessary adjustments, including rescheduling services or agreeing to modified service delivery methods during such events. The Client acknowledges that flexibility is required in such circumstances to ensure that services continue as closely as possible to the originally agreed terms and agrees to work in good faith with the Service Provider to find alternative solutions, where applicable.

## **14.6 MITIGATION**

Both parties agree to take all reasonable steps to mitigate the impact of the force majeure event on the performance of their respective contractual obligations. This includes, but is not limited to, adjusting schedules, service delivery methods, and methods of communication, as well as exploring alternative solutions that would allow for continued performance of services or obligations. Each party agrees to exercise good faith and due diligence in finding solutions that minimise any disruption caused by the force majeure event and will promptly notify the other party of any significant changes or developments related to the force majeure situation.

## **14.7 TERMINATION RIGHTS**

If the force majeure event persists for a period longer than 30 consecutive days, preventing either party from fulfilling their obligations under the Agreement, both parties may, by mutual written consent, agree to terminate the Agreement without penalty. Such termination shall follow good faith discussions between the parties regarding the nature and extent of the force majeure event and the impact on the contractual obligations. Any termination of the Agreement under this section shall be confirmed in writing by both parties.

# **15 CONSENTS TO USE OF IMAGES AND FOOTAGE**

## **15.1 GRANT OF RIGHTS**

By entering into this Agreement, the Client irrevocably grants KTM Pets and its owner, Keishia Hamilton, the perpetual, worldwide, royalty-free, and exclusive right to capture, record, use, reproduce, modify, distribute, display, and publish any and all video footage, photographs, digital images, audio recordings, or other media (“Content”) featuring the Client’s animals, premises, or any environment within which services are provided. This right applies regardless of whether the Content was captured intentionally or incidentally during the provision of any service.

## 15.2 SCOPE OF USE

The Client expressly authorises KTM Pets to utilise the Content in any form and across all media channels, including but not limited to websites, social media platforms, advertising campaigns, brand partnerships, print materials, newsletters, media publications, educational content, and commercial promotions. This includes use in brand collaborations and partnerships where KTM Pets may receive compensation, products, services, or other forms of value. The Client acknowledges that KTM Pets may use the Content for any lawful purpose, commercial or otherwise, without restriction.

## 15.3 WAIVER OF COMPENSATION

The Client fully and finally waives any and all rights to compensation, royalties, residuals, or reimbursement of any kind—monetary or otherwise—arising from or related to the use, reproduction, or distribution of the Content, whether in connection with brand partnerships, monetised media, promotional usage, or commercial gain by KTM Pets.

## 15.4 OWNERSHIP AND INTELLECTUAL PROPERTY

All rights, title, and interest in the Content, including but not limited to copyright and all other intellectual property rights, shall vest solely and exclusively in KTM Pets. The Client acknowledges that the Content is the exclusive property of KTM Pets, even where the Client’s animals, property, or likeness appear. The Client unconditionally waives all rights of ownership, approval, or control over the Content, and shall make no claim to such rights in the future.

## 15.5 LIABILITY RELEASE

The Client hereby fully and irrevocably releases KTM Pets, Keishia Hamilton, and any affiliated individuals or entities from any and all liability, legal claims, causes of action, damages, or demands of any kind—whether known or unknown—arising out of or relating to the creation, use, publication, or distribution of the Content. This includes but is not limited to claims of defamation, invasion of privacy, infringement of publicity rights, or emotional distress.

## 15.6 AVOIDANCE OF IDENTIFYING FACTORS

While KTM Pets shall make reasonable efforts to avoid capturing overt identifying information such as house numbers, addresses, or the Client’s image, no guarantee of anonymity is made. The Client understands and accepts that incidental inclusion of identifying elements may occur and hereby waives any claims arising from such inclusion.

## 15.7 WITHDRAWAL OF CONSENT

Should the Client wish to withdraw consent for the future use of specific Content, they must notify KTM Pets in writing. Upon receipt of such written request, KTM Pets shall make reasonable efforts to cease future use of the specified Content. However, the Client expressly acknowledges that any Content already published, distributed, or otherwise disseminated prior to such request cannot be retracted or removed, and no liability shall attach to KTM Pets for its continued availability.

## 15.8 CONTENT REMOVAL UPON REQUEST

In exceptional circumstances where previously published Content has resulted in demonstrable hardship or safety concerns for the Client, KTM Pets may, at its sole discretion, consider requests for partial or full removal. While reasonable efforts will be made to honour such requests, the Client understands and agrees that KTM Pets makes no guarantees regarding the complete removal of any Content from digital platforms, partner sites, printed materials, or third-party archives.

## 15.9 NON-DISPUTE CLAUSE

By consenting to this clause, the Client irrevocably and unconditionally waives any future right to dispute, contest, or challenge the use, ownership, or distribution of the Content in any jurisdiction or forum. The Client agrees that this clause is binding, enforceable, and survives the termination or expiry of this Agreement.

# 16 AGREEMENT TERMS

## 16.1 COMMENCEMENT AND CONTINUATION

This Agreement shall be deemed legally binding and in full force and effect from the earlier of the following two events: (i) the date on which the Client completes registration as a member on the KTM Pets website (ktmpets.com), or (ii) the date on which the Client submits a service booking request via the said website and confirms acceptance by actively ticking the confirmation box indicating agreement to the relevant service agreement.

In completing either action, the Client expressly affirms that they have read, understood, and agreed to be legally bound by the terms of this Agreement and, where applicable, all other KTM Pets service agreements in force at the time of submission or registration.

This Agreement shall continue in effect unless and until terminated in accordance with the provisions set forth under Clause 11 (Termination of Services). The Client's continued use of the website or submission of any future booking requests shall constitute ongoing acceptance of the then-current version of the applicable service agreement(s), which are made available on the KTM Pets website and may be updated from time to time with prior notice as outlined therein.

## 16.2 CONFIRMATION OF AGREEMENT

By completing website membership registration or by submitting a service booking request and affirmatively ticking the confirmation box prior to submission, the Client provides clear, informed, and voluntary consent to be bound by the terms of this Agreement. The act of ticking the confirmation box is a legally recognised form of electronic signature under the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 and shall have the same legal validity and enforceability as a handwritten signature.

Website membership registration shall constitute binding acceptance of all service agreements active at the time of registration, including but not limited to the Pet Sitting Agreement, Dog Walking Agreement, and Drop-in Visits Agreement. Submission of a booking request, in contrast, shall constitute binding acceptance of only the service agreement relevant to the specific service requested at the time of submission.

KTM Pets' website platform (ktmpets.com), hosted by Wix, securely records each confirmation of agreement with a time-stamped electronic log, which shall serve as proof of the Client's informed consent and agreement to the applicable terms. No booking request may be submitted without prior confirmation of agreement.

The Client hereby waives any defence based on non-awareness of these terms and acknowledges that ample opportunity has been provided to read, review, and seek clarification on the contents of this Agreement prior to consent. The Client further acknowledges that the availability of all service agreements is clearly stated prior to registration and accessible via the website footer and designated contract pages at all times.

## 16.2.1 TIER FEATURE ACCEPTANCE

By selecting a specific service tier or subscribing to a particular service plan, the Client acknowledges and agrees to the features, limitations, and associated terms of that tier as outlined on the KTM Pets website at the time of selection. Acceptance is confirmed either by ticking the relevant confirmation box prior to completing a booking request or by registering as a website member, in which case acceptance is automatic and extends to all service agreements in effect at the time of registration. Any use of services under a selected tier constitutes a binding agreement to that tier's terms.

## 16.3 SUBSCRIPTION AGREEMENT

Clients who register as members of the KTM Pets website, whether free or paid, hereby agree to all current service agreements published on the site at the time of registration. This includes, without limitation, the Drop-In Service Agreement, Dog Walking Service Agreement, and Pet Sitting Service Agreement. Acceptance of all applicable agreements is confirmed by the Client's digital registration and cannot be disputed on the basis of non-awareness. Continued use of the platform and its services constitutes reaffirmation of this agreement.

## 16.4 ENTIRE AGREEMENT

This Agreement, including all referenced policies, appendices, and incorporated service-specific agreements, constitutes the entire agreement between the Client and KTM Pets in relation to its subject matter and supersedes all prior discussions, negotiations, representations, understandings, or agreements (whether oral or written). The Client's agreement is confirmed either by digitally submitting a booking request where ticking the confirmation box is mandatory or by registering as a member of the KTM Pets website, in which case acceptance is automatic. No other terms, whether expressed or implied, shall apply unless formally amended in writing by KTM Pets and communicated in accordance with Clause 16.5. The absence of a physical signature shall not affect the enforceability of this Agreement, which is binding by virtue of the Client's digital engagement and explicit or implicit acceptance.

## 16.5 REVIEW AND RENEWAL

KTM Pets reserves the right to review and update this Agreement, or any part thereof, at any time. Any amendments will take effect upon publication on the official KTM Pets website. Clients will be notified of material changes, and continued use of the website, member access, or submission of new bookings following such changes shall constitute acceptance of the updated terms. It is the responsibility of the Client to review the Agreement periodically for updates.

## 16.6 SEVERABILITY

If any provision or part of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remainder of the Agreement shall remain in full force and effect. The parties shall use best efforts to replace any invalid or unenforceable provision with a valid and enforceable one that reflects the original intent of the provision.

## 16.7 ACKNOWLEDGEMENT

The Client acknowledges that they have had the opportunity to review this Agreement in full prior to confirming acceptance. For booking submissions, this is ensured by requiring the Client to tick a confirmation box stating they have read, understood, and agreed to the service-specific agreement prior to submission. For member registration, it is clearly communicated that registration constitutes legal acceptance of all KTM Pets service agreements currently in effect, and exact links to access these documents are provided via the website footer and other appropriate locations. Ignorance of the contents of this Agreement shall not be accepted as a defence to any breach, and the digital nature of the confirmation shall be deemed equivalent to a physical signature.

## 16.8 GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of the United Kingdom shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

## 16.9 CHANGES TO TIER STRUCTURE OR SERVICES

KTM Pets reserves the right to amend, modify, or discontinue any tier structure, service, feature, or offering at its sole discretion. Where such changes materially affect the Client's service tier or member status, reasonable notice will be provided through appropriate communication channels. Continued use of the affected service after such notice constitutes acceptance of the change. KTM Pets shall not be liable for any loss or inconvenience caused by the discontinuation or modification of any feature or service, provided adequate notice was given.