

## **CROSSLANDS BOARDING KENNELS TERMS & CONDITIONS**

Please read our Terms & Conditions. Upon entering into the Contract for the supply of Services, You accept these Terms & Conditions.

If You have any questions please do not hesitate to contact us.

### **PLEASE REFER TO OUR BOOKINGS AND CANCELLATION POLICY AT CLAUSE 3 AND OUR LIABILITY PROVISIONS CONTAINED IN CLAUSE 8 OF THESE TERMS AND CONDITIONS.**

#### **1. INTERPRETATION**

1.1. The definitions and rules of interpretation in this condition apply in these conditions.

Cancellation Policy	the cancellation policy as set out in clause 3.
Contract:	the Contract for the supply of Services between the Supplier and the Customer, incorporating these conditions.
Customer:	the person for whom the Supplier has agreed to provide the Services in accordance with these conditions.
Date of Arrival:	the date on which the Services are scheduled to commence.
Date of Collection:	the date on which the Services are scheduled to complete.
Deposit	the deposit to be paid in accordance with clause 3.6.
Information Sheet:	any written document, including e-mail, specifying the Services provided by the Supplier and available on the Supplier's website.
Services:	any service agreed in the Contract to be supplied to the Customer by the Supplier (including the boarding and if requested by Customer, the grooming of dogs and any part or parts thereof).
Supplier:	Julie Jones and/or Michael Jones trading as Crosslands Boarding Kennels & Grooming Parlour, whose address is at Crosslands Kennels, Llandow, Nr Cowbridge, Vale of Glamorgan, CF71 7PY.
Veterinary Questionnaire	a questionnaire to be completed by the Customer regarding veterinary preferences in the instance of illness or emergency.
You/Your/I:	the Customer named on correspondence, as well as all persons who request the Services on the Customer's behalf.

1.2. A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3. Words in the singular include the plural and in the plural include the singular.

1.4. A reference to one gender includes a reference to the other gender.

1.5. Condition headings do not affect the interpretation of these conditions.

1.6. Any reference to any written documents in this Agreement includes e-mail.

## **2. APPLICATION OF TERMS**

2.1. Subject to any variation under condition 2.5 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any booking, confirmation of booking, specification or other document).

2.2. No terms or conditions endorsed on, delivered with or contained in the Customer's booking, confirmation of booking, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3. Placing a booking constitutes Your acceptance of these terms and Your continued use of our Services confirms Your acceptance of the terms in force each time You use the Supplier. Each signed booking form, email request, acceptance of a quotation or any booking placed over the phone by the Customer, shall be deemed to be an offer by You to enter into a contract for the Services subject to these terms and conditions.

2.4. The Supplier shall not be obliged to accept any offer to purchase Services made by the Customer.

2.5. These conditions apply to the Services and any variation to these conditions and any representations about the Services shall have no effect unless expressly agreed in writing and signed by Julie Jones or Michael Jones of the Supplier. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract. Nothing in this condition shall exclude or limit the Supplier's liability for fraudulent misrepresentation.

2.6. A booking shall be deemed to be accepted, and the Contract for Services shall come into existence upon:

2.6.1. An email confirmation from the Supplier confirming the booking;

2.6.2. Oral Acceptance by the Supplier when a booking is made over the phone; or

2.6.3. A signed booking form submitted at the Kennels.

2.7. The Customer shall ensure that the terms, dates and details of its booking and any applicable specification are complete and accurate.

2.8. Any quotation is given on the basis that no Contract shall come into existence until the earlier of the events listed in clause 2.6 above. Any quotation is valid for a period of 30 days only from its date, provided that the Supplier has not previously withdrawn it.

2.9. These terms and conditions apply to all dogs that the Customer places under the care of the Supplier for the supply of Services.

## **3. BOOKINGS, DEPOSITS AND CANCELLATION**

3.1. Unless otherwise agreed by the Supplier, bookings are not confirmed until the Deposit has been paid. If a Deposit is required, this must be paid at the time of booking to ensure Your booking is confirmed.

3.2. Where the Supplier does not request a Deposit to be paid, the booking shall be subject to our Cancellation Policy in clause 3.8.

3.3. Notwithstanding the above, You have the right to cancel any individual Contract within 14 days, where that Contract was made over the phone or by email. If You cancel a Contract that You made over the phone or by

email within 14 days of entering into the Contract, the Supplier will refund You all of the deposit which has been paid less an administration fee of £30.00 to cover the administration costs associated with the booking.

- 3.4. Where a Contract is concluded for Services to be provided within 14 days of the date of Contract, You agree to pay for any Services provided during this time at the agreed daily rate until cancellation.
- 3.5. To cancel the Contract, You should either :
- 3.5.1. phone the Supplier on the number available on the Suppliers website;
  - 3.5.2. email the Supplier at [crosslandskennels@hotmail.co.uk](mailto:crosslandskennels@hotmail.co.uk); or
  - 3.5.3. write to the Supplier at its registered address, including details of the date of booking.
- 3.6. If requested by the Supplier, You will be required to pay a deposit of £10 per kennel per day for the duration of the stay. All deposits due must be paid at the time each Contract is entered into and must always be received prior to commencement of Services. The outstanding balance will be payable on the Date of Collection.
- 3.7. Subject to clause 3.3 and 3.4 above, if You cancel any individual Contract at any time prior to the Date of Arrival and you have paid a Deposit, the following shall apply:

<u>Cancellation Period</u>	<u>Refund Policy</u>
If You cancel or amend any Contract more than 8 weeks before the Date of Arrival	We will refund 100% of any deposit paid, less an administration fee of £30.00.
If You cancel or amend any Contract between 4 and 8 weeks before Date of Arrival	We will keep 50% of any deposit paid OR £30.00 administration fee, whichever is the HIGHER and we will refund the remaining amount.
If You cancel or amend any Contract between 2 and 4 weeks before Date of Arrival	We will keep 75% of any deposit paid OR £30.00 administration fee, whichever is the HIGHER and we will refund the remaining amount.
If You cancel or amend any Contract less than 2 weeks before Date of Arrival	No refund shall be given.

- 3.8. Subject to clause 3.3 and 3.4 above, if You have not paid a Deposit and You cancel or amend your booking within 2 weeks of the Date of Arrival, You will be charged a cancellation fee of £10 per kennel per day for the duration of Your cancelled booking (Cancellation Fee). The Cancellation Fee is payable at the time of cancellation.
- 3.9. Cancellation of bookings which take place after 12.00 noon on the day before the Date Of Arrival or in the event of no show, the full amount of the booking will be chargeable and must be paid before the originally agreed Date of Collection.
- 3.10. For stays of less than 3 days, the deposit shall be used towards the final balance on the Date of Collection. Any surplus deposit remaining at the Date of Collection will be refunded to the Customer or added as a credit to the Customer's account.

- 3.11. If a Deposit of less than £30.00 is paid, and You cancel or amend Your booking at anytime prior to the Date of Arrival, the Supplier will not refund any Deposit paid and You may be liable for the full amount of the booking.
- 3.12. The Supplier deems failure to pay and/or failure to uphold bookings very serious and the Supplier has the right to refer any debt owed to a legal debt recovery team.
- 3.13. The Supplier may cancel the Contract if:
  - 3.13.1. The Customer does not provide all reasonably requested information to enable the Supplier to agree the Contract or provide the Services;
  - 3.13.2. There are circumstances outside of the Supplier's control which require the Contract to be terminated.

#### **4. PRICE**

- 4.1. Unless otherwise agreed by the Supplier in writing, the price for the Services shall be the price set out in the Supplier's price list published on the Date of Arrival, this is available from the Supplier.
- 4.2. Charges commence from the Date of Arrival until the Date of Collection, subject to the drop off/collection timings stated on the Supplier's website.
- 4.3. If a Customer collects a dog before the Date of Collection, the Supplier reserves the right to charge the Customer for the full amount agreed in the Contract for the dog's entire stay.
- 4.4. If agreed by the Supplier, You may be able to drop Your dog off outside of the Supplier's normal opening hours (as stated on the Supplier's website). Any drop off outside of the Supplier's normal opening hours will be subject to a £25.00 surcharge which will be payable at the Date of Collection.
- 4.5. The price for the Services shall be inclusive of any value added tax. However, all costs or charges in relation to any additional veterinary services or insurance are excluded from the price, the Customer shall be liable for any additional charges incurred which shall be paid at Date of Collection.

#### **5. PAYMENT**

- 5.1. Payment of the price for the Services is due in pounds sterling on the Date of Collection or when the dog is returned to the Customer by the Supplier.
- 5.2. Time for payment shall be of the essence.
- 5.3. All payments are payable by way of cash, debit/credit card or bank transfer to the Supplier's elected bank account, the Supplier DOES NOT accept cheques. No payment shall be deemed to have been received until the Supplier has received cleared funds.
- 5.4. All payments payable to the Supplier under the Contract shall become due immediately on its termination despite any other provision.
- 5.5. The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Supplier to the Customer.
- 5.6. If the Customer fails to pay the Supplier any sum due pursuant to the Contract, the Customer shall be liable to pay interest to the Supplier on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis until payment is made, whether

before or after any judgment. In addition the Supplier is entitled to charge interest under the Late Payment of Commercial Debts Act 1998.

- 5.7. If a dog is not collected within 14 days of the discharge date, or the Customer fails to pay the Supplier any sum due pursuant to the Contract, the Supplier reserves the right not to release the dog and or to assume responsibility for the animal's future.

## **6. DESCRIPTION**

- 6.1. An approximate description of the Services shall be set out in the Supplier's Information Sheet, which is available on the Supplier's website.
- 6.2. All samples, drawings, descriptive matter, specifications and advertising issued by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. The Supplier will use its best endeavours to supply the Services in accordance with all information contained in such advertising materials, including the Information Sheet, however there may be some instances where this is not possible. The Customer acknowledges that it has not relied on any information provided in any sample, drawing, specification or advertising, including the Information Sheet, made available to it in entering into the Contract.
- 6.3. No sample, drawing, description, specification, advert, brochure or the Information Sheet shall form part of the Contract.

## **7. SUPPLY OF THE SERVICES**

- 7.1. Unless otherwise agreed in writing by the Supplier, supply of the Services shall take place at the Supplier's place of business.
- 7.2. The Supplier will use its best endeavours to supply the Services in accordance with the Contract and Information Sheet. There may be certain circumstances which prevent the Supplier from providing the Services in accordance with the Information Sheet, however, the Supplier shall always act in the best interest of Your dog.
- 7.3. The Supplier may at any time without notifying the Customer make any changes to the Services which are necessary to comply with any applicable health and safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.
- 7.4. The Customer will provide the Supplier with up to date vaccination and health records for their dogs, or any other information as may be reasonably requested by the Supplier, prior to the Services being performed. Should any customer be unable to produce these documents then the Supplier reserves the right to not admit the dog until the Supplier (in their sole discretion) is satisfied that the dog is fully immunised. The Supplier may not require the kennel cough inoculation, however if such inoculation is required the Customers are required to do this at least 10 days prior to arrival at the Suppliers premises for performance of the Services.
- 7.5. The Customer is obliged to disclose to the Supplier any history of veterinary, health and behavioural problems that may reoccur while the Services are being performed and to draw the Suppliers attention to any traits or vices their dogs may have prior to commencement of the Services and on an ongoing basis. These updates should include an up to date record of all medical and behavioural problems, including medication. The Customer must keep the Supplier updated of any veterinary, health, behavioural problems, including medication requirements, each time the Services are required. By entering into the Contract, You confirm that You have disclosed any known dangers or medical conditions of Your dog.

- 7.6. The Supplier may be willing to administer medication to dogs during their stay provided that the Supplier accepts no liability if requested to administer the medication. The Customer is obliged to provide accurate information regarding the dosage of any medication.
- 7.7. Unless otherwise agreed the Supplier cannot accept dogs with infectious diseases.
- 7.8. If Your dog develops any illness or condition after arrival (whilst the Services are being performed) which requires veterinary attention or treatment, the Supplier has the right to contact a veterinary surgeon in their sole discretion. Upon initial boarding with the Supplier, You will be asked to complete a Veterinary Questionnaire, it is Your responsibility to keep this information up to date each time You request the Services. The Supplier will endeavour to use this information to contact You in the event of an emergency, however the Supplier is not bound to do so. If the Supplier cannot contact You, the Supplier shall take all appropriate actions as necessary in the best interest of Your dog.
- 7.9. By entering into the Contract, You agree for the Supplier, and any qualified veterinary surgeon, to make any decisions regarding Your dog's health/welfare, providing it is acting in the best interest of Your dog and You give express authority for the Supplier to take Your dog to the vets if necessary. The Supplier cannot guarantee that Your dog will attend Your preferred veterinary surgery and instead may be required to attend a surgery elected by the Supplier. The cost of such treatment shall be charged to the Customer and the additional fees payable on Date of Collection.
- 7.10. The Customer will, prior to the commencement of the Services, inform the Supplier of their wishes in the event their dog should die whilst in the care of the Supplier using the Veterinary Questionnaire. If no such instructions are left the Supplier will inform the Customer of their dog's death where possible, however the Supplier is not bound to do so. If the Supplier is unable to Contact the Customer the dog shall be cremated. It is not always possible for the Supplier to return the dogs ashes to the Customer, the Supplier will use reasonable endeavours to request the vet keep the ashes until the Customer can return however, the Supplier cannot guarantee that this is possible. The Customer will at all times be liable for the cost of the cremation and returning the ashes.
- 7.11. The Supplier will use their best endeavours to contact the Customer when a dog becomes seriously ill whilst in the care of the Supplier. If the Supplier is unable to contact the Customer they, in consultation with a vet, may have the dog put down in an appropriate and humane manner where they deem it necessary to comply with their obligations under section 4 of the Animal Welfare Act 2006.
- 7.12. Subject to the other provisions of these conditions the Supplier is not liable for any pre-existing conditions and problems found during any grooming provided during the Services and the Customer shall be charged for all medical treatment incurred due to such, payable by the Customer on discharge. The Supplier is not a veterinary surgeon and is not liable for any advice given. Any advice regarding health problems does not constitute formal veterinary advice and should at all times be checked with a veterinary surgeon.
- 7.13. Any grooming/bathing will not be included in the boarding fees and will be charged at an extra cost. If You want to have Your dog groomed during the boarding please inform the Supplier when You place Your booking. Dogs which we feel are excessively dirty will be bathed at the Supplier's discretion
- 7.14. The Supplier shall not be liable for any injury or irritation caused by, or uncovered during, the provision of the Services or the grooming process provided during the Services. Such irritations could include, but are not limited to the following: itchiness, skin redness or self-inflicted irritations/abrasions from excessive external rubbing.
- 7.15. The Supplier reserves the right to refuse to groom any dog for the safety of the groomer and the dog. The Customer is obliged to inform the Supplier if the dog has bitten or has aggressive tendencies. The Customer will be held liable for all bites caused by the dog.

- 7.16. The Customer is advised to have their dog fully insured before the Services commence. PROVIDED THAT if the Customer does not have insurance, they remain liable for all fees incurred.
- 7.17. The Supplier reserves the right to refuse to enter the kennel or allow the dog out of its kennel for the duration of its stay, if in the reasonable opinion of the Supplier the behaviour of the dog warrants such an action.
- 7.18. Dogs can only be accepted or released during our business hours, unless otherwise agreed by the Supplier in accordance with clause 4.4. The Customer must telephone if unable to reach kennels by closing time. Business hours can be found on our website, signs, business cards or call to confirm. During peak periods animals must be collected on the stated date, unless previously arranged.

## 8. LIMITATION OF LIABILITY

- 8.1. The following provisions set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
  - 8.1.1. any breach of these conditions;
  - 8.1.2. any use made by the Customer of any of the Services, or of any product associated with the Services; and
  - 8.1.3. any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 8.2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 8.3. Nothing in these conditions excludes or limits the liability of the Supplier:
  - 8.3.1. for death or personal injury to people caused by the Supplier's negligence; or (b)under section 2(3), Consumer Protection Act 1987; or
  - 8.3.2. for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability; or
  - 8.3.3. for fraud or fraudulent misrepresentation.
- 8.4. Subject to condition 8.2 and condition 8.3:
  - 8.4.1. the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
  - 8.4.2. the Supplier shall not be liable to the Customer for any pure economic loss, emotional loss, nervous shock, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

## 9. ASSIGNMENT

- 9.1. The Supplier may assign the Contract or any part of it to any person, firm or supplier.
- 9.2. The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

## 10. FORCE MAJEURE

The Supplier reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Services ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Supplier including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, infectious disease, revocation of licence, damage to premises, staff illness, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 190 days, the Customer shall be entitled to give notice in writing to the Supplier to terminate the Contract.

## 11. GENERAL

- 11.1. Each right or remedy of the Supplier under the Contract is without prejudice to any other right or remedy of the Supplier whether under the Contract or not.
- 11.2. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 11.3. Failure or delay by the Supplier in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 11.4. Any waiver by the Supplier of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 11.5. The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English & Welsh law and the parties submit to the exclusive jurisdiction of the Welsh courts.

## 12. COMMUNICATIONS

- 12.1. All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or by e-mail:
  - 12.1.1. (in case of communications to the Supplier) to Julie Jones or Michael Jones Crosslands Boarding Kennels & Grooming Parlour, NR Llandow, Vale of Glamorgan, CF71 7PY or such changed address as shall be notified to the Customer by the Supplier; or
  - 12.1.2. (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to the Supplier by the Customer.
- 12.2. Communications shall be deemed to have been received:
  - 12.2.1. if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or



- 12.2.2. if delivered by hand, on the day of delivery; or
- 12.2.3. if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day; or
- 12.2.4. if sent by e-mail when it becomes accessible by the recipient.

12.3. Communications addressed to the Supplier shall be marked for the attention of Julie Jones or Michael Jones.

I hereby accept that the Supplier will only provide the Services on these Terms and Conditions of Supply and these Terms and Conditions of Supply form part of the legally binding Contract(s) that I enter into with the Supplier:

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On behalf of Julie Jones & Michael Jones trading as  
 Crosslands Boarding Kennels & Grooming Parlour

Date:

**\*\*IMPORTANT NOTICE\*\***

**WHERE THE CUSTOMER REQUESTS SERVICES IN RESPECT OF MORE THAN 1 DOG, PLEASE TICK HERE TO INDICATE THAT YOU WOULD LIKE YOUR DOGS TO SHARE THE SAME KENNEL AND TO BE EXERCISED TOGETHER:**

I agree for my dogs to share a kennel

I agree for my dogs to be exercised together

**Customer Signature:**

.....  
 Signature

.....  
 Signature

Full Name:

Full Name:

Date:

Date: