



TERMS & CONDITIONS

Although all of the clauses in Our terms and conditions are important, your attention is particularly drawn to the following clauses 5, 9, 10 and 11.

1. Definitions

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

"Boarding Services"	this is where We board your pet(s) at a Sitter's home;
"Cancellation Period"	begins when the contract between us was entered into and ends at the end of the 14 days after the day on which the contract was entered into;
"Disclaimer"	means the section on the Pet Details Form that We require you to sign if you are happy for your pet dog to be walked off the lead and/or allow your cat flap to remain open at all times;
"Dog and Cat Boarding Rate"	is defined in clause 12.2
"Event Outside Our Control"	means the form you complete about your pet. This form will be used for all subsequent bookings unless updated by you, after which time the updated form will be used for all subsequent bookings;
"Pet Details Form"	
"Order"	your order for the Services as set out on Our order form;
"Registration Form"	means the form you complete which contains your contact details. Information on this form will be used for all subsequent bookings;
"Regular Customer"	means a customer who is on a Rolling Contract to provide services as and when required; and can select to pay their invoice at the end of the month worked.
"Sitter"	means the self- employed person contracted by Us to provide the Sitting Services;
"Sitting Services"	this is where a Sitter will visit or stay at your property to look after your pet(s)



"Services" the services (including Our Sitting Services and Boarding Services) That. We are providing to you, as set out in the Order. For the avoidance of doubt, our services include any work. We undertake to prepare for your Order under clause 2.3;

"Terms" the terms and conditions set out in this document;

"We/Our/Us" means Pals4Pets Limited

"Website" means www.pals4pets.co.uk
www.pals4petslondon.co.uk
and www.pals4pets.com

Please ensure that you read these Terms carefully, and check that the details on the Order (and, if applicable the Registration Form and/or Pet Details Form) are complete and accurate, before you sign and submit the Order (and, if applicable the Registration Form and/or Pet Details Form). If you think that there is a mistake or require any changes, please contact Us immediately:

1.2 When We use the words "writing" or "written" in these Terms, this will include email unless We say otherwise.

2. Our contract with you

2.1 These are the terms and conditions on which We supply Services to you.

2.2 If We have not provided the Services to you before We will ask you to complete a Registration Form.

2.3 If you move home and you want the Services to be delivered in your new home then a nominal additional fee will required to cover an additional home visit.

2.4 When you submit the Order to Us, this does not mean We have accepted your Order for Services. Our acceptance of the Order will take place as described in **clause 2.8**. If We are unable to supply you with the Service We will inform you of this and We will not process the Order (and, if applicable, the Registration Form and/or Pet Details Form).

2.5 These Terms will become binding on you and Us when We contact you to confirm We can provide the Services and accept your Order, at which point the order form will become the 'contract'.



3. Changes to Order or Terms

3.1 We may revise these Terms from time to time in the following circumstances:

3.1.1 changes in relevant laws and regulatory requirements;

3.1.2 to update in line with changes to Our practices and policies (for example, but not limited to, the health and safety of Our Sitters and/or your pet(s) and changes to Our insurance policy); and

3.1.3 to update with changes to Our procedure(s).

3.2 If We have to revise these Terms under **clause 3.1**, We will give you at least one month's written notice of any changes to these Terms before they take effect. If you are not prepared to accept these changes, you can choose to cancel the contract in accordance with **clause 13**.

3.3 Following acceptance of an Order, if, before the Services are provided by Us, or while the Services are being provided, you want to extend the period for provision of the Services (for example, but not limited to, if you are delayed in returning home and need the Services to continue while you are delayed) please let Us know as soon as reasonably possible. We will endeavour to ensure the same Sitter carries on fulfilling your Order, but if this is not possible, We will arrange for an alternative Sitter. Our costs for the extended Service will be calculated in accordance with **clause 9** and payable in accordance with **clauses 9.7** or **9.8**

3.5 If you wish to cancel an Order before it has been fulfilled, please see **clause 13** for the circumstance in which you have a right to do so.

4. Providing services

4.1 We will supply the Services to you with reasonable care and skill.

4.2 We take all reasonable care when selecting Sitters. All Sitters are interviewed, reference checked and we perform a basic police check on those working in your home. We need you to let Us know, before the Sitter is selected, whether you require a non-smoking Sitter. If you do not specify, you accept that a Sitter may be a smoker. Smoking sitters would only be permitted to smoke outside unless you gave permission.

4.3 While you are away We and Our Sitters act in your place for the pet(s) We are providing the Services to. If, while the Services are being provided, it becomes necessary for your pet(s) to be taken to a vet, you are deemed to authorize the Sitter or Us to do so and to follow the health advice given by the vet.

4.4 If your pet(s) reasonably need(s) to be taken to the vets

4.5.1 We will try to make you aware of the fees involved as soon as We are aware of the cost. However, in the event of an emergency this may not be possible. Although We will initially settle the vet bills for you, you will be responsible for payment of the veterinary fees in accordance with **clauses 9.6** and **10.6.5**, regardless of whether or not, We were able to let you know the cost of the veterinary fee(s) in advance; We recommend clients to get pet insurance for their pets..



4.5.2 We will not instruct a vet to carry out an operation or investigative tests without your consent. However, if We cannot get in contact with you by telephone, text or email within 12 hours, or it is an emergency, We will instruct the vet and you will be responsible for payment of the veterinary fees in accordance with **clause 4.5.1**.

4.5.3 Our or Our Sitters costs for attending the vet which is £10:00 per hour plus VAT, plus travel expenses (calculated in accordance with **clause 9.3**)

5. Your obligations in connection with the Services

- 5.1 You must ensure that your pet(s) is/are free from fleas and is/are adequately wormed before the Services are due to start. If the Sitter believes your pet(s) is/are not in good health We reserve the right to seek veterinary advice under **clause 4.4** to ensure the correct treatment and dose is/are given.
- 5.2 Your pet dog(s) or cat(s) must be presented at the start of Boarding Services in a Sitter's home in a clean and groomed condition. Failure to do so will result in you being responsible for bathing or grooming fees.
- 5.3 We will not provide Boarding Services in a Sitter's home to bitches that are on heat unless special arrangements have been made. Therefore, if there is a risk that your pet bitch may be on heat while the Boarding Services are going to be provided, you must let Us know when making your Order. If We decide to accept your Order and she does come on heat, there will be an additional charge of £5 per night plus VAT to cover extra washing and cleaning costs. However, if the Services are being provided in your home to a bitch on heat there will be no additional daily charge for washing and cleaning costs.
- 5.4 When looking after a pet under Our 24-hour house Sitting Services or Boarding Services We require that the Sitter does not leave a dog unattended for more than 4 hours in one stretch and then not on a regular basis and/or a cat unattended for no more than 8 hours in one stretch. Any variation to this requirement must be agreed with Us when you place your Order.
- 5.5 Your pet dog(s) must be presented at the start of the Sitting Services and Boarding Services with their own collar(s) and lead(s) that are suitable and secure. We will place a tag on the collar of the dog(s) with Our emergency contact numbers.
- 5.6** You are required to vaccinate your pet(s) in line with veterinary advice and so long as we are providing care on a one-to-one basis, vaccinations are not compulsory. However, if you would like your dog to live with other dogs in a home from home, then vaccinations are required. Kennel cough vaccination is not compulsory but advised for dogs' in summer months.
We do not require cats to be vaccinated as we only board on a one-to-one basis (while keeping two or three together from the same home), or care for them in your home.
We cannot be held responsible if your unvaccinated pet were to get any of the known infections while in our care or gets fleas if they have not been on regular treatment.
- 5.7 Where We are providing Sitting Services in your home, you will provide Us with a set of keys to your property (which will be held by the Sitter). If nobody else within 25 miles of your property has another key to your property We require that you provide 2 sets of keys to your property (one for the Sitter and one for Us). Keys are to be provided on a keyring that does not have any features that could identify you or your address. Keys will be returned at the end of the Services in accordance with **clause 5.8** or 5.9.
- 5.8 Unless you are a Regular Customer you must let Us know how you want your key to be returned to you, out of the following options:
- 5.8.1 put your keys through your post-box at the end of each Order;
- 5.8.2 return your keys to you. This will be chargeable in accordance with Our price list;
- 5.8.3 collect your key direct from the Sitter's home or Us (if you provided 2 sets of keys); and or
- 5.8.4 have your keys posted to you by recorded delivery at your own expense.
- 5.9 If you are a Regular Customer you can request that either Us or the Sitter continue to hold your keys after the initial supply of Our Services. When you would like your keys back they will be returnable using the options specified in **clause 5.8**.



- 5.10 You must provide both the Sitter and Us with clear instructions on how to operate any alarm system at your property.
- 5.11 We will make every effort to perform and complete the Services on time. However, there may be delays due to an Event Outside Our Control. See **clause 12** for Our responsibilities when an Event Outside Our Control happens.
- 5.12. If your pet requires medication to be administered to it while the Services are being provided you must tell Us in detail on the registration form what medication your pet requires, dosage and how it should be administered, together with any other relevant information (e.g. whether your pet prefers the medication to be placed in a certain food and what the medication is for etc.). Medication is charged at £2.50 plus vat per administration
- 5.12.1 You must tell Us in detail in writing on the registration form how to care for your pet(s) (for example, but not limited to, any routine they have). If the Sitter is staying at or visiting your property to provide the Services this must include details of how to care for your pet(s) at your property (for example, but not limited to, whether the pet(s) can go outside or upstairs, and whether they are allowed on furniture etc.)
- 5.13 We, or Our Sitter providing the Services, may amend your Order immediately without notice if it is reasonably thought that a pet or pet(s) is/are a danger to themselves or humans, animals or property and/or aggressive towards humans, animals or property. If this happens We may be forced to find an alternative Sitter. In the event that this is not possible, We will contact you to make alternative arrangements. If alternative arrangements cannot be agreed or made, We may need to put your pet(s) into a boarding facility and you will be responsible for any additional cost of boarding your pet(s) at the boarding facility. . We will invoice you for the additional amount, which will be payable upon your return.
- 5.14 Unfortunately, due to the risks involved We do not accept orders for trained guard dogs or pets that have been taught to fight.
- 5.16 Certain breeds that bond with one owner may need to have a trial 24- hour period at your expense before your Order can be accepted. This will be decided upon at the point of booking.
- 5.17 If, as part of your Order you want your pet(s) to be walked off the lead in parks and open places you will need to sign a Disclaimer. The Disclaimer will state that subject to **clause 10.7** We will not be responsible if your pet(s) stray(s), gets lost, causes a road traffic accident or becomes injured once off lead.
- 5.18 We may have to provide an alternative Sitter, if for personal reasons, the sitter is unable to continue with the placement. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. Where the problem is urgent or an emergency We will let you know as soon as is reasonably practicable, after We have been made aware of the issue.
- 5.19 If you do not pay Us for the Services when you are supposed to as set out in **clause 9.7** or 9.8, We may refuse to provide Services on another occasion, until you have paid Us the required amount.



6. Your relationship with the Sitter

- 6.1 The contract for the Services is between you and Us. We have another contract in place with Our Sitters, therefore, all of the Sitters instructions should come from Us. As a result, please ensure that you inform Us and advise Us of any changes you would like to make to your Order or issues you have, rather than speaking directly to the Sitter.
- 6.2 Any changes to your Order must be approved by Us. It is not sufficient for you to only obtain the Sitters approval to changes you want to make to your Order. Until you have informed Us, such changes will not be binding on Us or the Sitter.
- 6.3 Once you are registered with Us you agree not to negotiate directly with any Sitter introduced to you by Us for further work outside of the scope of your Order, unless this has been approved by Us. Infringement of this clause will jeopardize the future of the Sitter with Us.
- 6.4 We offer a 24-hour helpline for Sitters. In the event of a problem or emergency the Sitter will contact Us for support and advice, and if necessary We will contact you. As a result, you must provide Us with 24- hour contact details for use in an emergency.

7. If the Sitter is going to stay in your property to provide the Services

- 7.1 If you require a Sitter to stay at your property to perform the Services you confirm that the Sitter (or an alternative Sitter selected by Us under **clause 5.19**) has the right to occupy your property for the time period specified in the Order and any additional time period under **clauses 3.3, 3.4** and if you are a Regular Customer, under **clause 4.3**.
- 7.2 The Sitter is instructed by Us not to use your food or provisions (apart from basic provisions for example, but not limited to, items such as tea, coffee, sugar, oil, salt and pepper) without your prior agreement. If you believe the Sitter has used more than basic food or provisions without your permission, please let Us know as soon as reasonably practicable and in any event within 24 hours of your return to the property.
- 7.3 You can agree with Us whether or not you would like the Sitter to answer phone calls, take messages, sign for parcels and water plants. You agree that it is not the responsibility of the Sitter to clean your property over and above their use of it. Sitters are instructed by Us to leave your property as they found it. For the avoidance of doubt, the Sitter will clean up after your pet(s) as part of the Services.
- 7.4 You agree that the Sitter may use the facilities at your property and that you will provide suitable sleeping and other facilities while the Services are being provided, and that these will be functioning throughout (for example this includes, but is not limited to, a WIFI connection, television, heating, toilet and shower facilities, fridge, washing machine, oven, microwave and television). If facilities at your property that the Sitter may reasonably need during their stay, do not work, you will need to let Us know when you make your Order.
- 7.5 The Sitter's use of your property is contractually governed between Us and the Sitter. The Sitter's use of your property is that which would reasonably be expected of a Sitter looking after your pet(s) in your property, in accordance with **clause 7.3**. Sitters are not entitled to invite guests to the property.
- 7.6 If you believe the Sitter has not occupied your property in accordance with **clause 7.5** you must notify Us immediately (and definitely within 24 hours of your return to the property) so We can assess the situation. Where default is established, at Our discretion We may:
 - 7.6.1 Refund some or all of the Services. The amount We refund will depend on the extent of the breach of **clause 7.5**;
 - 7.6.2 Send Our, or a professional cleaning team, to your property to remedy the breach of **clause 7.5** at Our cost.
- 7.7 For the privacy/modesty of our sitters, please can you let us know if you have cameras inside the house.



8. If there is a problem with the Services

8.1 In the unlikely event that there are any issues with the Services:

8.1.1 please contact Us and tell Us as soon as reasonably possible;

8.1.2 please give Us a reasonable opportunity to resolve any issue; and

8.1.3 Subject to **clauses 10** and **11**, We will use all reasonable efforts to resolve the issue as soon as reasonably practicable.

8.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights

9. Price and payment

9.1 Subject to **clause 9.2 - 9.5** (inclusive) the price of the Services will be set out in Our price list (this can be found on Our Website,(www.pals4pets.co.uk) in force at the time We confirm acceptance of your Order. Our prices may change at any time, but price changes will not affect the Order(s) that We have confirmed with you.

9.2 The rate of Our Sitters increases:

9.2.1 On Christmas Day, Boxing Day and New Year's Day. During these days Our Sitters rate is twice the normal rate set out in Our price list. At this peak time we will need payment 30 days in advance.

9.3 We will always try to find a suitable Sitter that lives near you, however, depending on the requirements of your

Order this may not be possible. You are required to pay for the Sitter's travel expenses using the following calculations:

9.3.1 $45p \times \text{number of miles} + \text{congestion charges (if any)} = \text{cost of mileage; and/or}$

9.3.2 Travel expenses are to be paid direct to the sitter at the start or end of the booking including any cost of key collection or return or if you are a Regular Customer in accordance with your Regular Payment Account.

9.4 When a Sitter is staying in your property for a 24 hour period, a daily subsistence allowance of £5 is payable by you. This is paid to the Sitter in accordance with **clause 9.7** or **9.8**.

9.5 Our Dog Boarding Rate includes 1 hour of exercise. Any additional time spent exercising your pet at your request will be charged in accordance with Our price list.

9.6 The price for the Services does not include the cost of:

9.6.1 pet food;

9.6.2 pet bedding;

9.6.3 toys;

9.6.4 professional grooming;

9.6.5 veterinary visits, advice or assistance that occur(s) while the Services are being provided;

9.6.6 your pet(s) medication;

9.6.7 travel costs of the Sitter (please see **clause 9.3** for details); and



9.6.8 property and laundry cleaning services, you remain responsible for these costs at all times, unless in relation to **clause**

9.6.8 as otherwise provided in these Terms.

9.7 Where We are providing Services to you, unless you have a Regular Payment Account:

9.7.1 If you make an express request for Us to start providing the Services within the Cancellation Period We will invoice you for the full amount of the Services to be paid the day of the booking (not including any additional costs that are incurred during the Services (such as travel expenses and/or veterinary bills etc.)

9.7.2 Payment is due 21 days in advance of the start date of the Services, which We will send you an invoice for. If the Service is to start within less than 30 days, then payment will be required immediately. We will not start to provide the Services until We have been paid in full.

9.8 If you have a Regular Payment Account you will be required to pay for Our Services at the end of each month/beginning of month

9.9 If you want to extend the provision of the Services under **clauses 3.3** or 3.4 and you let Us know before We invoice you under **clause 9.7** We will incorporate the additional charges into your invoice. However, if you have already made payment under **clause 9.7** We will provide you with an invoice for the extended Services, which will be payable upon presentation.

9.10 Your rights to a refund on cancellation are set out in **clause 13**. We will invoice you for the Services in accordance with **clause 9.7** and 9.8. Each invoice will quote the Order number. Unless otherwise stated in these Terms You must pay each invoice in cleared monies within 14 calendar days at the date of invoice in cleared funds. Payment can be made by bank transfer, credit or debit card.

9.11 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.

10. Our liability to you

10.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by you and Us at the time we entered into this contract.

10.2 If We are providing Services in your property, We or Our Sitter will make good any damage to your property caused by Us or Our Sitter in the course of performance. However, We are not responsible for:

10.2.1 The cost of repairing any pre-existing faults or damage to your property and/or any damage or faults that are discovered in the course of performance by Us; and/or

10.2.2 The cost of repairing damage to your property caused by the actions of your pet(s).

10.3 It is your responsibility to have suitable household insurance to cover all eventualities. .

10.4 In the event that any key held by Us for your property is lost by the Sitter Our liability is limited to the cost of changing your locks and providing replacement keys. If the key is lost by Us Our liability will be limited to the cost of providing a replacement key.



- 10.5 We only supply the Services for domestic and private use. We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 10.6 Subject to **clause 10.7** We will not be liable, and all liability will remain with you, in the following circumstances:
- 10.6.1 if your pet(s) causes damage to yours, or anyone else's property, including the Sitters;
- 10.6.2 if, while the Services are being provided, your pet(s) picks up fleas, worms, ticks, suffers from stress induced conditions such as 'hot spots' (a form of eczema) and or foreign objects (such as grass seeds) getting into their body;
- 10.6.3 for anything done by a third party (for example, but not limited to, We would not be liable if a third party left your property insecure (i.e. left the front door open) and your pet(s) escaped);
- 10.6.4 if a cat flap is fitted at your property which is to be left open throughout the duration of the Services We will not be held responsible for the cat/cats welfare if it/they stray or get injured.
- 10.6.5 for any veterinary fees that are incurred while the Services are being provided.
- 10.6.6 for the loss, escape or injury to your pet while carrying out the Services.
- 10.6.7 for any loss or damage that is a result of you not providing accurate and/or sufficient information about your pet(s) under **clause 5.12**.
- 10.6.8 for any actions or omissions of a Sitter when **clause 6.2** and/or **6.3** has been breached.
- 10.7 We do not exclude or limit in any way Our liability for:
- 10.7.1 breach of **clause 4.1**;
- 10.7.2 for failure to carry out the Services in accordance with the information We provided to you about Us or the Services;
- 10.7.3 death or personal injury to any person or your pet(s) that We are providing the Services to, caused by Our negligence or the negligence of Our Sitter, employees, agents or subcontractors;
- 10.7.4 fraud or fraudulent misrepresentation;
- 10.7.5 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 10.7.6 breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
- 10.7.7 defective products under the Consumer Protection Act 1987.
11. **Your liability to Us**
- 11.1 Subject to **clause 10.7** You shall reimburse Us for all liabilities, costs, expenses, damages and losses arising out of or in connection with:
- 11.1.1 any costs incurred under **clause 4.4**;
- 11.1.2 any costs incurred under **clause 5.2**; and
- 11.1.3 your pet(s) causing damage to your property (where We incur costs on your behalf to rectify such damage, where it is necessary for Us to be able to continue to perform the Services), or any-one else's property, including the Sitters.



- 11.2 Subject to **clause 10.7**, as you are responsible for the behaviour of your pet(s) you must ensure you have suitable insurance to cover you, in the event of your pet(s) causing damage under **clause 11.1.3**.
12. **Events Outside Our Control**
- 12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 12.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private transportation or telecommunications networks.
- 12.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- 12.3.1 We will contact you as soon as reasonably possible to notify you; and
- 12.3.2 Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.
- 12.4 You may cancel the contract if an Event outside Our Control takes place and you no longer wish Us to provide the Services. Please see your cancellation rights under **clause 13**. We will only cancel the contract if the Event Outside Our Control continues for longer than 1 week in accordance with Our cancellation rights in **clause 13**.
13. **Your rights to cancel and applicable refund**
- 13.1 Before We begin to provide the Services, you have the following rights to cancel an Order for Services, including where you choose to cancel because We are affected by an Event Outside Our Control or if We change these Terms under **clause 3.1** to your material disadvantage:
- 13.1.1 Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:
- (a) We will not start to provide the Services to you until the end of the Cancellation Period unless you have made an express request for Us to do so. If you have made an express request for Us to start providing the Services to you before the Cancellation Period ends, you have expressly acknowledged in your request by signing a waiver
- (i) that you will lose your right to cancel under the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013 if the Services have been fully performed in the Cancellation Period; and
- (ii) where the Services have not been fully performed, that you will be required to pay for any Services supplied pursuant to your request. The charge for the Services will be in proportion to what has been supplied, in comparison with the entire contract.
- 13.1.2 You may cancel any Order for Services within the Cancellation Period in accordance with **clause 13.1.3** by contacting Us. We will confirm your cancellation in writing to you.
- 13.1.3 If you do decide to cancel the contract between Us in the Cancellation Period you must return the cancellation form to info@pals4pets.co.uk. You may wish to keep a copy of your cancellation form for your own records. If you do not wish to complete the cancellation form you must clearly state in your email or letter to Us that you would like to cancel the contract between us. We will confirm receipt of your cancellation.
- 13.1.4 If you cancel an Order for Services under **clause 13.1.2** (i.e. within the Cancellation Period) and We have already started providing the Services, you will pay Us Our charges and any costs We reasonably incurred in providing the



Services up until the point of cancellation, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us.

- 13.2 If you are a Regular Customer and you cancel the provision of any of Our Services within the cancellation Period you will pay Us Our charges and any costs We reasonably incurred in providing the Services up until the point of cancellation and this charge will be deducted from any refund that is due to you, or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact us. To cancel any of Our services please let Us know. You only need to use the cancellation form if you want to cancel the entire contract between us.
- 13.3 If you are a Regular Customer you can cancel any of Our Services, or, if you do not want Us to continue providing you with any of our Services, you can cancel the entire contract between us. To cancel any of the Services please see:
- 13.4.1 clause 13.2 if you would like to cancel any of the Services within the Cancellation period;
- 13.4.2 or, if the Cancellation period has passed:
- (a) clause 13.6.2 if you would like to cancel any of the Services before we have started to provide any Services; or
- (b) clause 13.7.2 if you would like to cancel any of the Services when we have begun to provide any Services to you.
- 13.5 Alternatively, to cancel the entire contract between us please see:
- 13.5.1 clause 13.1.3 if you would like to cancel within the Cancellation Period, or
- 13.5.2 clause 13.8 if you would like to cancel outside of the Cancellation Period
- 13.6 Outside of the Cancellation Period before We have started to provide the Services
- 13.6.1 Unless you are a Regular Customer you may cancel the contract for Services at any time before the start date for the provision of the Services. If We are not able to book any replacement Services for the Sitter, during the Order period you will remain responsible for Our full charges (but not future expenses that will not be incurred) relating to the Order; or
- 13.6.2 If you are a Regular Customer you may cancel the contract for Services at any time before the start date for the provision of the Services. If We are not able to book any replacement Services for the Sitter, during the Order period you shall remain responsible for Our full charges (but not future expenses that will not be incurred) for any Services that were due to be provided within a period of 14 days of the cancellation.
- However, if We are able to make a replacement booking for the Sitter, to cover your Order period, We will reimburse you the value of your Order that We are able to obtain from the replacement order
- 13.7 Outside of the Cancellation Period, once We have begun to provide the Services to you,
- 13.7.1 you may cancel the contract for the Services at any time by providing Us with at least 2 calendar days' notice in writing. As We will not be able to book any replacement Services during the Order; or
- 13.7.2 If you are a Regular Customer and you would like to cancel the Services you will need to provide us with 48- hour notice. As we will not be able to book any replacement Services during the period the Services were booked for, you shall remain responsible for Our full charges (but not future expenses that will not be incurred) for any Services that were due to be provided within a period of 14 days of the cancellation. However, if We are able to make a replacement booking for the Sitter that We are able to obtain from the replacement order.
- 13.8 If you are a Regular Customer and you would like to cancel the entire contract between us outside of the Cancellation Period (whether We have started to provide the Services or not) you will need to provide us with 1 month notice and you shall remain responsible for Our full charges (but not expenses that will be incurred) for any services that were due to be provided within the 1 month notice period.



13.9 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if We breach this contract in a material way and We do not correct or fix the situation within 3 days of you asking Us to in writing (including, where We are affected by an Event Outside Our Control). Where your cancellation is valid and the Services have not started We will refund any payment made in advance within 14 days of receiving your written notice of cancellation. Where your cancellation is valid and Services are underway, We shall refund any payment relating to the period following the notice of cancellation.

14. Our rights to cancel and applicable refund

14.1 If We have to cancel an Order for Services before the Services start:

14.1.1 We may have to cancel an Order before the start date for the Services, due to an Event Outside Our Control or due to Our reasonable concerns about providing the Services to your pet(s) or the unavailability of key personnel without which We cannot provide the Services. We will promptly contact you if this happens.

14.1.2 If We have to cancel an Order under **clause 14.1.1** and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

14.2 Unless We are already providing the Services, We may cancel the contract for Services at any time with immediate effect by giving you written notice if:

14.2.1 you do not pay Us when you are supposed to as set out in **clause 9.7** and/or 9.8. This does not affect Our right to charge you interest under **clause 9.12**; or

14.2.2 you break the contract in any other material way and you do not correct or fix the situation within 5 days of Us asking you to in writing.

14.3 If you are a Regular Customer We may cancel the contract between us at any time by providing you with 1 months notice in writing.

15. Information about Us and how to contact Us

15.1 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 020 8201 1606 (this transfers through to the on duty mobile) or by e-mailing Us at info@pals4pets.co.uk.

15.2 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by email, by hand, or by pre-paid post to Pals4Pets Limited at Sandy Cottage, Portsmouth Road, Surrey, KT10 9aw and/or info@pals4pets.co.uk. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

16. How We may use your personal information

16.1 We will use the personal information you provide to Us to:

16.1.1 provide the Services;

16.1.2 to process future orders;

16.1.3 process your payment for such Services; and

16.1.4 inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.



- 16.2 You agree that We may pass on your personal information onto the Sitter(s) and vet(s) so they can care for your pet(s).
- 16.3 In the event that We sell all or part of Pals4Pets Limited you agree that We can pass the information We hold about you and your Orders to the purchaser(s).
- 16.4 We will not give your personal data to any other third party.
- 16.5 I grant to right to Royvon Pals4Pets to occasionally take pictures of my pet to share with me, and to copyright, use and publish electronically, we may use such photographs without your name, pets name or address you must let us know in writing if you have any objection against the above.
17. **Other important terms**
- 17.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.
- 17.2 We may subcontract any or all of Our obligations under these Terms to the Sitter you have approved (or We have selected under **clause 5.19**). This will not affect your rights or Our obligations under these terms.
- 17.3 You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.
- 17.4 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.
- 17.5 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.6 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 17.7 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.