



TERMS & CONDITIONS

Last updated 30th July 2018

Dog Jogs & Adventures (hereafter referred to as "Dog Jogs & Adventures", "www.dog-jogs.co.uk", "we", "us" or "our") provides dog-related services, such as dog walking, dog jogging and pet drop-ins (collectively known as the "Services"). These pet-related services are offered at www.dog-jogs.co.uk (the "Site") – an online platform where Client's (defined below) can analyse, enquire and/or request the Services.

By using the Site, you agree to comply with and be legally bound by the Terms and Conditions ("Terms") and Privacy Policy, whether or not you become an active user of the Services. The Terms and Privacy Policy govern your access to and use of the Site and all Content (defined below). If you do not agree to these Terms, you have no right to obtain information or continue using the Site and, therefore, should cease to use the Site.

These Terms will apply to any Contract (defined below) and both form the ultimate legal binding of the purchased Services between the Clients and Dog Jogs & Adventures.

1. DEFINITION AND RULES OF INTERPRETATION

1.1 References to writing and written include handwritten documents as well as electronic documents, emails and mobile text messages.

Client/Owner: the person, firm or company who purchase the Services from Dog Jogs & Adventures; the person that owns the dog/pet (or dogs/pets).

Content: all text, graphics, images, music, software, audio, video, information, documents, compilations, data and other materials.

Contract: the Client's confirmation and approval of purchased Services and Terms and Conditions.

Dog/Cat/other animal: pet that will be receiving the Services.

Services: means any services offered on the Site, including but not limited to dog walking, dog jogging and pet drop-ins.

Site: means the entirety of the www.dog-jogs.co.uk website, related websites and mobile applications (if existing).

2. APPLICATION OF CONDITIONS

These conditions shall:

- a) apply to and be incorporated in the Contract; and
- b) prevail over any inconsistent terms or conditions contained in, or referred to in, the Client's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.

2.1 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding unless agreed in advance in writing and signed by Dog Jogs & Adventures.

3. EFFECT OF PURCHASED SERVICES

The return of the acknowledgement copy of the Contract, signed by the Clients, to Dog Jogs & Adventures, confirms that the Clients have read and approved the Contract and Terms and Conditions; the Services and its costs. Upon receipt of the signed Contract, Dog Jogs & Adventures will initiate its Services to the Client, and the Client will be billed or invoiced as per the agreement.

3.1 References to signature and signed includes handwritten signatures, electronic signatures or input of printed name.

3.2 The purchase of the Services are intended solely to persons aged 18 years or over, and by accessing the Site and purchasing the Services, you confirm that you are 18 years or over; you agree to be bound by the Terms and Conditions, applicable laws and regulations.

4. CONTRACT

The Contract is a legally binding document signed by the Client as confirmation and acceptance of the conditions of the Contract, Terms, Services and costs.

The Contract arrangement will include, but not limited by, Clients and Dogs/Pets information (see section 9), Services purchased, the frequency of the Services, costs and information related to Dog Jogs & Adventures (such as contact details and type of public liability insurance).

4.1 The Contract can be:

- i. Monthly – for regular use of the Services: set number of regular Services per week, at a designated time of the day for a set period of time.

ii. Periodic/Ad hoc – for occasional use of the Services: day of the week when Services will take place, at a designated time of the day for a set period of time.

An example of a Monthly Contract (section 4.1, clause i.) is when a Client requests our services, for every Monday, Wednesday and Friday, for a walk, jog or drop-in at 11am with a duration of 90 minutes. NOTE THAT THE DESIGNATED TIME OF THE DAY, CAN BE DIFFERENT FOR THE VARIOUS DAYS OF THE WEEK.

An example of a Periodic or Ad hoc Contract (section 4.1, clause ii.) is when a Client requests our services, sporadically, for Monday the 6th of November 2018 at 2pm with a duration of 90 minutes.

5-6.9. CLIENT'S OBLIGATIONS

5.1 The Client agrees to keep the dog/pet fully vaccinated and up to date on all deworming, defleaing and deticking.

5.2 The Client agrees to disclose all relevant information regarding the dog/pet's traits, behaviour, demeanour (including fear, anxieties, aggression or reactivity), medical record, conditions and issues surrounding food.

5.3 The Client must provide a new dog/cat collar with an ID tag (Client's name, Client's postcode and house/flat no and a contact number) prior to the use of our services.

5.4 The Client agrees that she/he is able to insure the dog/pet under a pet insurance policy.

i. fail to do so, the Client acknowledges and agrees to take full responsibility for any injuries, illnesses, accidents, damages or misfortunes occurred to the Client's dog/pet or by the Client's dog/pet. The Client is responsible for the full cost of treatment of any injuries or illness that their dog/pet receives while under the care of Dog Jogs & Adventures, together with any associated costs e.g. call-out charges. The Client authorises the staff of Dog Jogs & Adventures to seek such veterinary advice and/or treatment as they deem necessary; where possible this will be carried out by the Client's usual/preferred Vet, but this cannot be guaranteed (e.g. in an emergency) and the Client accepts that the staff of Dog Jogs & Adventures may at their discretion use any registered Vet. The Client agrees to pay all such costs immediately upon pick-up of their dog/pet, or by agreement with the proprietor.

5.5 The Client agrees that she/he is able to insure the Client's home and property contents under a house and contents insurance policy.

i. the Client is advised to notify the insurers of the arranged service in order to be covered under the pertinent insurance policies.

5.6 The Client is solely responsible for any and all harm or damage caused by their dog/pet while it is under the care of Dog Jogs & Adventures, or is using any other services provided by Dog Jogs & Adventures, and agrees to indemnify Dog Jogs & Adventures in full against any liability arising from such harm or damage to third parties.

5.7 The Client agrees that, in admitting their dog/pet, Dog Jogs & Adventures has relied on the Client's representation that their dog/pet is in good health and has not harmed or shown aggression or threatening behaviour toward any person or any other dog/pet.

5.8 All dogs/pets will be subject to an initial assessment by Dog Jogs & Adventures staff prior to using Dog Jogs & Adventures Services. Dog Jogs & Adventures reserves the right to refuse admission to any dog/pet deemed in their absolute discretion to be, or have the potential to be, dangerous or disruptive.

5.9 The Client agrees to notify Dog Jogs & Adventures immediately of any unwelcome, aggressive, procreative, or dangerous behaviour of their dog/pet that has potential to cause harm to any other dog/animal or individual.

6.0 Dog Jogs & Adventures will only let dogs off the lead once an 'off the lead consent form' has been signed, and will remain at the discretion of Dog Jogs & Adventures staff.

6.1 Dog Jogs & Adventures reserves the right to refuse admission if the Client fails to provide adequate proof of vaccinations (including bordetella), or the vaccinations are found to be expired or otherwise incomplete.

6.2 Bitches may not attend Dog Jogs & Adventures while in season or pregnant. Dog Jogs & Adventures reserves the right to refuse admission to the service if these criteria are not met.

6.3 The Client accepts that even though their dog is vaccinated against Bordetella (Kennel Cough) there is a chance that their dog can still contract Kennel Cough. The Client agrees that they will not hold Dog Jogs & Adventures responsible if their dog contracts Kennel Cough while attending.

6.4 The Client agrees to take any necessary measures or precautions to ensure that their dog/pet is continuously free of contagious, infectious, or otherwise communicable diseases. The Client further agrees to notify Dog Jogs & Adventures immediately of any infectious and/or contagious disease or conditions their dog/pet has been exposed to or is affected by. Such diseases and conditions include, but are not limited to: Distemper, Hepatitis, Kennel Cough (Bordetella), Parvovirus, Corona virus, worms, Lyme disease, Fleas, Pregnancy, Infectious Skin Diseases and Intestinal Parasites. Dog Jogs & Adventures reserves the right to refuse admission until satisfied that the condition is resolved.

6.5 The Client agrees that Dog Jogs & Adventures is not responsible for any lost, stolen, or damaged leads, collars, tags, clothing or any other item left with their dog/pet.

6.6 The Client agrees to ensure their dog has not eaten in the hour before pick up by Dog Jogs & Adventures to ensure sufficient time to digest food before any exercise or play. Failure to do so may result in the potentially life-threatening condition Bloat (Gastric Torsion).

6.7 The Client agrees to provide keys/arrange access to the dog/pet for the agreed appointment; failure to do so will result in a cancellation for that day's service and will be paid in full by the client.

6.8 The Client agrees that, by signing the key holder waiver form this will indemnify Dog Jogs & Adventures in full against any liability arising from loss or damage to the property or its contents, in present and future circumstances.

6.9 No variation of these Terms and Conditions will have effect unless confirmed by Dog Jogs & Adventures in writing.

7. REGARDING THE SERVICES

Dog Jogs & Adventures reserve the right to:

- a) refuse Services to dogs/pets that are perceived to be dangerous to us or others (including but not limited to other people and/or dogs/animals);
- b) cancel the Services without the right for a Refund, whether temporally or indefinitely, with immediate effect;
 - i. if the dog/pet is deemed to be unsuitable by Dog Jogs & Adventures;
 - ii. if the dog/pet is acting dangerously, aggressively or in a harmful way towards us or others (including but not limited to other people and/or dogs/animals); and
 - iii. if the dog/pet is displaying symptoms of sickness or illness.
- c) to terminate or reduce the duration of the Services:
 - i. due to extreme weather conditions;
 - ii. risk of heat stroke;
 - iii. dog/pet becoming ill or injured; and
 - iv. dog/pet becoming distressed or distressing others (including but not limited to other people and/or dogs/animals).
- d) to collect or visit the dog/pet within the time frame arranged. Working with animals means that unpredictable behaviour can occasionally cause delays.

7.1 Dog Jogs & Adventures tries to select green and/or woody areas for our dog walking services. Many times, the dogs may get wet, muddy or even dirty from encountering fox poo. Dog Jogs & Adventures makes every effort to drop off a clean dog, but we cannot guarantee the dogs full cleanliness or being smell-free:

- i. Dog Jogs & Adventures recommends the Clients leave a towel in a designated area (e.g. by entrance door) so that we can towel-dry the dog and clean its paws prior to entering the property; and

ii. the Client will be notified of all poo-rolling and extremely muddy fur.

7.2 The Services are provided according to the Contract arrangement between the Client and Dog Jogs & Adventures (see section 4). The Client may not swap the agreed days or time of the Services, especially not on an ad hoc basis, without Dog Jogs & Adventures written consent and confirmation of availability.

7.3 The Client may request extra Services or days of Services as required – subject to availability and confirmation from Dog Jogs & Adventures. These additional Services or days of Services will be added to the Client's invoice as "Additional Days" with a daily rate agreed between Dog Jogs & Adventures and the Client.

7.4 Dog Jogs & Adventures dog walking services are insured through our Public Liability Insurance by up to £5M and £1,500 for vet fees.

8. REQUEST OF SERVICES FOR BANNED OR RESTRICT BREEDS

By using Dog Jogs & Adventures to request our Services for a dog of a banned or prohibited breed, the Client certifies that they have taken all legal measures prescribed by the law related to the breed – such as obtaining a Certificate of Exemption and their own third-party liability insurance.

9. CHARGES AND PAYMENT

Dog Jogs & Adventures Services prices are published on the Site and Contract provided to the Clients.

Upon receipt of a signed copy of the Contract, Dog Jogs & Adventures will start charging for the Services to the Client. Services are invoiced according to the type of Contract chosen (see section 4.1) – monthly or ad hoc basis.

9.1 The full payment of the invoice is to be made within 7 days of receipt of invoice or by the date specified on the invoice.

9.2 If the Client fails to make any payment due to Dog Jogs & Adventures under the Contract by the due date of the invoice, then a penalty fee of 10% may be charged for every 7 days the invoice is overdue thereafter.

9.3 The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding.

9.4 Dog Jogs & Adventures reserves the right to suspend all Services until payment has been made in full.

10. CLIENTS AND DOGS/PETS INFORMATION

“Clients and Dogs/Pets information” is defined as any and all information required and provided at the time of the registration of the Service.

During the first consultation, information about the Client (person or persons responsible for the Dog/Pet) and the Dog/Pet is provided to ensure the safety and success of our Services.

You hereby represent and warrant to Dog Jogs & Adventures that “Clients and Dogs/Pets information”:

- a) will not be false, inaccurate, incomplete or misleading;
- b) will not be fraudulent or involve the sale of counterfeit or stolen items;
- c) will not infringe any third party’s copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or privacy;
- d) will not violate any law, statute, ordinance or regulation;
- e) will not be defamatory, libellous, unlawfully threatening, or unlawfully harassing;
- f) will not be obscene or contain Content harmful to minors; and
- g) will not contain any viruses, Trojan Horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system data or personal information.

10.1 The Client acknowledges and agrees that it is her/his responsibility to determine if the dog/pet is suitable for the Services. Moreover, it is mandatory upon the Client to share any and all relevant information, including but not limited to, medical issues, allergies or other condition about the dog/pet prior to engaging the Services.

10.2 The Client is solely responsible for the information provided and agrees that if any misleading, incorrect or incomplete information is given, Dog Jogs & Adventures is not responsible for the outcome of the incorrect information.

10.3 As part of the Services, Dog Jogs & Adventures occasionally shares photos and videos with the owners/handlers, the Site and social media. The Client acknowledges and agrees that Dog Jogs & Adventures may, at its sole discretion, publish these Content on the Site and social media.

10.4 Dog Jogs & Adventures shall have complete discretion in how it chooses to display or use “Clients information” in connection with the Site and Services, subject to the restriction set forth in our Privacy Policy.

11. FLEA & TICK SITUATION INVOLVING A CLIENT'S DOG/PET

Clients acknowledge and agree that to the extent of any situation arises where the Client's dog/pet introduces fleas/ticks into the dog walker's van or personal pet, the Client must cover the costs. These costs may include, but are not limited to, costs associated with treating the property and the pet.

11.1 It is the responsibility of the Client to disclose any knowledge of flea & tick issues associated with the dog and/or other pets to Dog Jogs & Adventures before any Services.

12. EMERGENCY MEDICAL SITUATIONS INVOLVING A CLIENT'S DOG/PET

Prior to the acceptance of the Contract, Dog Jogs & Adventures will ensure that the Client has provided all information related to "Clients and Dogs/Pets information" – information such as, but not limited to, emergency contact number, registered veterinary practice and pet insurance details.

12.1 In the event of an emergency arising, involving the Client's dog/pet, Dog Jogs & Adventures shall make reasonable efforts to contact the Client and notify the situation. If Client is not reachable a voice message will be left and a text message sent.

- i. in an absolute emergency the dog/pet will be taken to the nearest veterinary practice; and
- ii. in the event of a dog/pet going missing, Clients will be immediately notified and advised to come and help with a search – should the dog/pet be missing for longer than 45 minutes.

PET INSURANCE IS ALWAYS RECOMMENDED FOR ADDED PEACE OF MIND.

12.2 Dog Jogs & Adventures may act in the Client's absence as guardian of their dog/pet and may perform or take any action which Dog Jogs & Adventures deems necessary, in order to protect and/or keep in good health the Client's dog/pet, other dogs, animals and people.

12.3 The Client acknowledges and agrees that the costs of any such treatment for emergency medical situations are the sole and exclusive responsibility of the Client.

13. CANCELLATIONS, REFUNDS AND TERMINATION OF CONTRACT

13.1 The Client may cancel any Services 48 hours prior to the day of the Service:

- i. the Service can be re-arranged within the same calendar month at no extra cost, according to availability and written confirmation of Dog Jogs & Adventures;
- ii. for Services part of a monthly Contract, if a suitable date cannot be arranged within the calendar month of the Contract period, then the cancelled Service can roll-on to the next calendar

month at no extra cost; and

iii. a refund is not available for Services cancelled by the Client within 48 hours of the day of the Service

13.2 Dog Jogs & Adventures (the Contractor) has the right to cancel any Services at short notice (within 48 hours) (with a promise of rearranging the Service at the next available or suitable day) in the event of, but not limited to:

i. illness;

ii. accidents; and

iii. unforeseen circumstances.

If Services cannot be rescheduled and have been cancelled within 48 hours of the scheduled services commencing then a full refund will be given to the Client.

13.3 No refunds will be given:

i. if a cancellation is made within 48 hours of the Service then Dog Jogs & Adventures will charge the full price of the Service;

ii. if we arrive at the property for the arranged Service and the Client no longer needs the Service but has forgotten to cancel 48 hours before - Dog Jogs & Adventures will charge the full price of the Service;

iii. if we cannot gain access to a property due to faulty or difficult locks. The Client will be immediately notified and will be charged 50% of the standard service fee; and

iv. if we arrive to collect/visit the dog/pet and the dog/pet is visibly unwell and/or sick, we reserve the right to cancel the services, giving the dog/pet the chance to have a toilet break. Dog Jogs & Adventures will immediately notify the Client of the dogs/pets poorly state and will charge 50% of the standard service fee;

13.4 Dog Jogs & Adventures requires 30 days' notice of termination of Contract for all monthly arranged Services. For ad hoc Contracts, we require a 48-hour notice of termination (see clause 12.1).

i. the Client agrees to provide such notice or pay the full amount of the Contract period;

13.5 Dog Jogs & Adventures reserves the right to:

i. terminate the Contract, with immediate effect, when the Client fails to pay any amount due under the Contract on the due date for payment to Dog Jogs & Adventures and remains in default not less than 14 days after being notified in writing to make such a payment; and/or

- ii. the Client repeatedly breaches any of the Terms.

Dog Jogs & Adventures understands that there are unexpected circumstances that can interfere with the noticed periods under section 12. Please contact Dog Jogs & Adventures immediately should such circumstances arise.

14. COMPLIANCE

You agree that we may modify this agreement and such modification shall be effective immediately upon posting. You agree to review these Terms as often as you find it necessary, or when notified of amendments by Dog Jogs & Adventures. Continued access or use of the Site and Services shall be deemed conclusive evidence of your acceptance of the modified agreement.

15. INFORMATION AND USE OF THE WEBSITE

Dog Jogs & Adventures tries to maintain the integrity and accuracy of the Content on the Site. We make no guarantees as to its correctness, completeness or accuracy. The Site may contain typographical errors, inaccuracies or other errors or omissions. If you believe that Content found on the Site is inaccurate or unauthorised, please inform us by contacting info@dog-jogs.co.uk.

Any information you submit to the Site is governed by our Privacy Policy. This policy encompasses any and all information you may provide to the Site either for purposes of, but not limited to, enquiring or requesting our Services. Information may be provided every time you engage, analyse, subscribe, post, comment or upload with our Content.

In regards to the Terms and the Site, you agree that the following actions constitute a breach of the Terms:

- a) collecting information about the Site or users of the Site without Dog Jogs & Adventures written consent;
- b) modify, framing, rendering, mirroring, truncating, injecting, filtering or changing any Content without Dog Jogs & Adventures written consent;
- c) using any deep-link, page-scrape, robot, crawl, index, spider, click spam, macro programs, Internet agent or any other automatic device, program, algorithm or methodology which aims to:
 - i. use, copy, acquire, input, store, generate, monitor the Content; and
 - ii. generate impressions, clicks, searches or monitor the Site.
- d) accessing or using the Site for commercial or competitive purposes;
- e) disguising the origin of the information transmitted to, from or through the Site;

- f) impersonating another person or entity;
- g) distributing viruses or other harmful computer code;
- h) using the Site for any purpose in violation of local, state, national, international laws, including but not limited to, any unauthorised use of Content or information contained on the Site, that may violate copyright laws, trademark laws, the laws of privacy and publicity and/or communications regulations and statuses;
- i) behaving or acting in any way that creates negative experience for Site users, Clients and Dog Jogs & Adventures dog walkers/joggers;
- j) behaving or acting in any way that demonstrated a lack of courtesy or professionalism with Dog Jogs & Adventures dog walkers/joggers.

Dog Jogs & Adventures expressly reserves the right, in its sole discretion, to terminate Site user's access to any interactive services, Content or information; to terminate Services to Client's due to any act that would constitute a violation of the Terms.

16. LINK TO THIRD-PARTY WEBSITES

The Site may contain links or have references to websites controlled by third-parties. Dog Jogs & Adventures is not responsible for the contents or use of these third-parties' websites.

17. CONCLUSION

The Terms together with the Privacy Policy represent the parties' entire understanding relating to the use of the Site and any Services provided. Dog Jogs & Adventures reserves the right to change these Terms or policies relating to the Site at any time, and such changes will be effective upon being posted. You should visit this page from time to time to review any amendments that are binding on you. The continued use of the Site and/or Services shall constitute your consent to such amendments.

If you have any questions about the Terms or the Site, please contact Dog Jogs & Adventures at info@dog-jogs.co.uk.