



DOG WALKING TERMS AND CONDITIONS - JUNE 2021

Terms & Conditions

1. Relationship and Responsibilities

1.1. It is expressly understood that the Owner retains the services of PawsClickPlay Pet Services as an independent contractor and not as an employee.

1.2. PawsClickPlay Pet Services reserves the right to walk other compatible dogs up to a maximum of 6 dogs at any given time. PawsClickPlay Pet Services discretion will be exercised in a flexible manner, wherever possible, and take account of the age, sex, breed and temperament of all dogs being walked together.

1.2.1. PawsClickPlay Pet Services will restrict the number of un-neutered male dogs in any group walk to an absolute maximum of two, and only then if the dogs have proven themselves to be of a suitable temperament. It is preferred to restrict this to one un-neutered male per group walk. Again, discretion will be exercised.

1.2.2 PawsClickPlay Pet Services will be unable to walk any un-spayed females throughout the duration that you dog is on heat. From when the period starts, the passage of 4 weeks will need to take place before being re-introduced group walks. If it is possible, toilet breaks or short solo, on-lead walks may be arranged throughout the period of being on heat.

1.3. The Owner will provide suitable harnesses, collars, ID tags, leads as approved by PawsClickPlay Pet Services as well as coats, muzzles and specific treats if required. A towel left at the front door is required also.

1.4 It is incumbent on the owner to disclose any incidents of aggression to PawsClickPlay Pet Services at the first opportunity whether prior to this contract commencing or after the contract has been signed. This will allow PawsClickPlay Pet Services to gauge appropriate response to the incident – this may result in muzzling; walking on a short lead; or termination of the dog walking contract, if it is deemed appropriate.

1.5 If PawsClickPlay Pet Services experiences any undesirable behaviour from your dog that puts the pack at risk, they reserve the right to restrict or restrain your dog as is deemed appropriate given the circumstances. This could result in your dog being muzzled or put on a short lead for the duration of the walk and any subsequent walks.

1.6 PawsClickPlay Pet Services agree to collect your dog within the agreed timeslot; secure your home as per instructions; safely harness or cage your dog whilst in transit; drive to a suitable location for a safe, energetic dog walk for the agreed time-period, as a minimum; provide water post-walk; towel dry your dog before returning home and safely securing your property as agreed.

1.7 The Owner will agree to pay PawsClickPlay Pet Services the fees due as per their Monthly Statement within 48 hours of the Statement being received.

NB Cash Payment or Bank Transfer are the only acceptable methods of payment

Colin MacGregor t/a PawsClickPlay Pet Services, 13 Burnhead Road, Balloch, Cumbernauld G68 9BT
(www.pawsclickplay.com)



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2. Duration and Extent

2.1. This Dog Walking Contract shall come into effect on the ____ day of _____ 20 ____ and shall:

A. Terminate on the ____ day of _____ 20 ____

OR

B. Terminate when either party gives 7 (seven) days written notice of termination.

2.2 Extent of Dog Walking Services required are:

DAY	REQUIRED SERVICE	LIST PRICE
MONDAY (List Price)	AM: PM:	
TUESDAY (List Price)	AM: PM:	
WEDNESDAY (List Price)	AM: PM:	
THURSDAY (List Price)	AM: PM:	
FRIDAY (List Price)	AM: PM:	
SATURDAY (List Prices)	AM: PM:	

3. Late Cancellations or Early Termination

3.1. Either party may terminate this Dog Walking Contract a minimum of 7 (seven) days prior to the next scheduled visit time without incurring penalties or damages.

3.2. Cancellation by the Owner of scheduled walks with less than 24 hrs notice will be charged at the following rates unless rescheduled at the discretion of PawsClickPlay Pet Services:

Less than 24 hrs from Scheduled Appointment Time = 50% of cost

Less than 12 Hours from Scheduled Appointment Time = 100% of cost

3.3 Should any dog become aggressive or dangerous, PawsClickPlay Pet Services may terminate this dog walking contract with immediate effect

3.4. Any wrongful or misleading information in the Consent Form may constitute a breach of terms of this Dog Walking Contract and be grounds for instant termination thereof.

3.5. Termination under the circumstances described in 3.3 or 3.4 above shall not entitle the Owner to any refunds nor relief of any outstanding payments due.



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4. Holidays, Sickness Cover and Retainer Fees

4.1. At least 14 days' notice will be given for holiday cover and PawsClickPlay Pet Services may assign duties to an acceptable walker with the approval (text or email) of the Owner, and any additional costs over and above your normal service charges will be met by PawsClickPlay Pet Services.

4.2. Where PawsClickPlay Pet Services as sole proprietor needs to cancel a scheduled walk due to unforeseen circumstances such as sickness/bereavement, wherever possible and if agreeable with the owner, PawsClickPlay Pet Services may appoint a substitute responsible walker and any difference in the fees charged shall be for the account of PawsClickPlay Pet Services.

4.3 Where walks are suspended by the Client that exceed 4 weeks annually (including Christmas, New Year and Easter holidays), PawsClickPlay Pet Services will apply a 50% Retainer Fee to guarantee your regular walking slot. This will be chargeable monthly in arrears.

5. Liability

5.1. PawsClickPlay Pet Services accepts no liability for any breach of security or loss of or damage to the Owner's property if any other person has access to the property during the term of this agreement.

5.2. PawsClickPlay Pet Services shall not be liable for any mishap of whatsoever nature which may befall a dog or caused by a dog who has unsupervised access to the outdoors.

5.3. The Owner shall be liable for all medical expenses and damages resulting from an injury to the Walker caused by the dog, as well as damage to the Owner's property.

5.4. PawsClickPlay Pet Services is released from all liability related to transporting dog(s) to and from any veterinary clinic or kennel, the medical treatment of the dog(s) and the expense thereof.

5.5 PawsClickPlay Pet Services' insurance cover will only be effected if negligent behaviour was responsible for any incident that may occur.

Eg: Letting a dog out of the van unleashed resulting in a car accident; removing a dog's muzzle which then results in an unprovoked attack; walking a dog off-lead across a field with livestock.

The above list is not exhaustive and is for illustration only

5.5.1 Examples of incidents that are the responsibility of the owner are:

Eg: Dogs fighting, whether the dogs involved were under the control of PawsClickPlay Pet Services or not; Cut Paws or Gouges /Scratches from branches, etc – anything that may reasonably happen during a typical, off-lead dog walk.

The above list is not exhaustive and is for illustration only



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6. Indemnification

The parties agree to indemnify and hold harmless each other as well as respective employees, successors and assigns from any and all claims arising from either party's wilful or negligent conduct.

7. Emergencies

In the event of an emergency, PawsClickPlay Pet Services shall contact the Owner at the numbers provided to confirm the Owner's choice of action. If the Owner cannot be reached timeously, PawsClickPlay Pet Services is authorised to:

- 7.1. Transport the dog(s) to the listed veterinarian;
- 7.2. Request on-site treatment from a veterinarian;
- 7.3. Transport the dog(s) to an emergency vet if the previous two options are not feasible.

8. Security

PawsClickPlay Pet Services warrants to keep safe and confidential all keys, remote control entry devices, access codes and personal information of the Owner and to return same to the Owner at the end of the contract period or immediately upon demand.

9. Image Rights

The Owner gives consent to PawsClickPlay Pet Services to be able to photograph/video their dog for promotional purposes such as for use on website and other advertising mediums.

10. Relaxation of Terms

No relaxation, indulgence, waiver or release by any party of any of the rights in terms of this agreement on one occasion shall prevent the subsequent enforcement of such rights and shall not be deemed to be a waiver of any subsequent breach of any of the terms.

11. Whole Agreement

This Dog Walking Contract and Dog Walking Consent Form attached constitute the sole and entire agreement between the parties with regard to the subject matter hereof and the parties waive the right to rely on any alleged expressed or implied provision not contained therein. Any alteration to this agreement must be in writing and signed by both parties.

12. Assignment

No party may assign any of its rights or delegate or assign any of its obligations in terms of this Dog Walking Contract without the prior written consent of the other party, except where otherwise stated.



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13. Binding Effect

The terms of this Contract shall be binding upon and accrue to the benefit and be enforceable by either party's successors, legal representatives or assigns.

I have seen, read and agree to the terms and conditions, a copy of which are also posted on the website. I hereby agree that I, the undersigned, give consent for Colin MacGregor t/a PawsClickPlay Pet Services to walk my dog, as per my instruction and that I have entrusted him with a key to my property to be used only as agreed.

Signed on this ____ day of _____ 20____ by the Owner who warrants his / her authority to enter into this agreement.

Owner's Signature: _____

Signed on this ____ day of _____ 20____ by the Walker who warrants his / her authority to enter into this agreement.

Walker's Signature: _____