



JOG MY DOG's Terms & Conditions for Walking & Pet Care Visits

1. Commencement Date and Duration

1.1. This Agreement shall commence on the date of the electronic signature on Time to Pet and shall continue until terminated in accordance with clause 6.1.

2. Services

2.1. JOG MY DOG shall perform the Services in an attentive, reliable and caring manner, using all reasonable skill and care, having due regard to the Policies & Procedures and any relevant information set out in the Booking Form.

2.2. JOG MY DOG shall act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification of Services provided in the Policies and Procedures.

2.3. JOG MY DOG shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, code of conduct and any other rules relevant to the provision of Services.

3. Client's Obligations

3.1. The Client shall use all reasonable endeavours to provide all pertinent information to JOG MY DOG necessary for JOG MY DOG's provision of the Services.

3.2. The Client authorises JOG MY DOG to carry out the Services.

3.3. The Client agrees that the information provided to JOG MY DOG is true to the best of his information, knowledge and belief.

3.4. The Client confirms that all vaccinations, treatments, licences, permits etc which he is obliged to have by law arising from the ownership of the pet have been obtained.

3.5. The Client may issue reasonable instructions to JOG MY DOG in relation to JOG MY DOG's provision of Services. Any such instructions should be compatible with the specification of Services provided in the Policies and Procedures.

3.6. The Client will be responsible for all medical expenses and damages resulting from any injury to JOG MY DOG, its employees and agents, or to other persons by the pet.

3.7. The Client shall fully indemnify JOG MY DOG in respect of costs and damages arising from any claim from any person suffering either injury or death caused by the Client's pet.

3.8. The Client authorises JOG MY DOG to arrange for any emergency veterinary care that may be necessary during the provision of its Services. JOG MY DOG shall use all reasonable efforts to obtain the Client's consent prior to obtaining emergency care.

3.9. The Client agrees to reimburse JOG MY DOG for any additional fees and expenses for providing emergency care. The Client further agrees to cover the cost of additional visits which may be necessary to ensure the pet's safety or to monitor the pet's progress in recovering from sickness or injury.

3.10. JOG MY DOG shall use its best efforts to use the pet's normal Veterinary Surgeon where ever possible. The Client authorises JOG MY DOG to appoint an alternative Veterinary Surgeon to examine the pet and carry out such treatment or surgery as may be appropriate if the pet's normal Veterinary Surgeon is not available.

3.11. The Client shall ensure that JOG MY DOG has access to the Client's home or other specified location at the times to be agreed between JOG MY DOG and the Client.

3.12. Any delay in the provision of Services resulting from the Client's failure or delay in complying with any of the provisions in this Clause 3 shall not be responsibility or fault of JOG MY DOG.

3.13 Dogs will be walked on lead unless we have received an Off Lead Disclaimer form signed by the Client and the dog displays good recall and general obedience.

3.14 If your dog/s escapes during a walk, on our premises or out of a vehicle (assuming no negligence is found on the part of the Carer) any liability for the dog/s actions remains the responsibility of the owner.

3.15. JOG MY DOG may use any photographs and videos taken of the pets in their care on their website, social media pages and in marketing materials, unless expressly requested otherwise by the Owners.

3.16. JOG MY DOG will not walk dogs that wear choke chains or electric collars nor can we administer negative punishment (smacking or jerking collars or any method which may cause your dog pain or distress).

3.17. Towels should be provided if you wish your dog to be wiped down following the walk especially in adverse weather.

3.18. The Client understands that JOG MY DOG prefer to leave client keys on their property. This is to protect the Client's security and ensures that the Client is always in control of their keys at all times, before the service and after the service the Client shall have their key. Before the first scheduled walk can commence, the Client has 3 options:

1. Purchase a lock box from us or anywhere of their choosing.
2. Schedule a key pick-up and drop-off (£10 each way.)
 - o The cost of this service goes to the sitter for their driving expense and time.
3. Give us a garage code or leave a hide-a-key.

- If you opt for the garage code, you must leave a key with a neighbour or leave a hide-a-key.

3.19. The Client understands that should they not use one of the above options they will make 2x keys available to JOG MY DOG. Should a second key not be given to JOG MY DOG within the first week of service the Client agrees to pay for the cutting of a second key, the sum of which will be added to the monthly invoice.

4. Fees and Payment

4.1. JOG MY DOG will charge the Client for the Services as quoted in the Booking Form (the “Fees”) and the Client agrees to pay JOG MY DOG the Fees, 7 days in advance of the start date of service.

4.2. The Client agrees to reimburse JOG MY DOG for any additional fees for providing emergency care, as well as any expenses incurred for, without limitation, unexpected visits, transportation, housing, food or supplies on proof of a valid receipt.

4.3. Late Payment Of Commercial Debts Act 1988 amended 1998 & 2002, we would like to remind customers that payments are due in full 7 days in advance of scheduled services (regular dog walking, day care, pet visits and home boarding) and or on the day of the first scheduled service (ad hoc dog walking/pet care). We as a company reserve the right to impose a £2.50 initial late payment fee if a payment is more than three days overdue, then £0.50 charged on a daily basis from the fourth day until payment is received in full.

4.4. Should any payment due under this Agreement remain unpaid for 7 days after it falls due, JOG MY DOG will be relieved of their contractual obligations under this Agreement to provide the Services until such time as payment is made.

5. Cancellations

5.1. In the event of the Client cancelling the Services, the Client agrees to pay JOG MY DOG a fee equal to:

5.1.1. 50% of the Fees if cancellation occurs within the same week of the scheduled service (Dog Walking, Cat & Small Animal Care, Pet/Dog Home Visits)

5.1.2. 100% of the Fees if cancellation occurs less than 48 hours of the scheduled service (Dog Walking, Cat & Small Animal Care, Pet/Dog Home Visits)

5.1.4. 100% of the Fees if cancellation occurs within the same week of the scheduled service (Day Care)

5.2. Without prejudice to clause 9.1, in the event of JOG MY DOG cancelling or otherwise not being able to provide the Services JOG MY DOG shall either:

5.2.1. arrange alternative services or providers to a value and quality that would have been provided; or

5.2.2. refund any monies paid under this Agreement for the Services; and

5.2.3. in either case, provide 24 hours' notice, or if 24 hours is not practical, for example in a sudden event or emergency, notice as soon as it is reasonably possible.

6. Early Termination

6.1. This Agreement can be terminated by;

6.1.1. either Party serving not less than 28 days written notice on the other Party;

6.1.2. JOG MY DOG, by written notice to the Client with immediate effect, in the event that any Fees or charges owed by the Client to JOG MY DOG remain outstanding for 28 days.

6.1.3. Should any pet become aggressive or dangerous, JOG MY DOG shall, in their sole discretion take whatever action they consider necessary in the best interest of the animal, other animals or people which may be encountered. This may, without limitation, include a refusal to offer the Services and immediate termination of this Agreement

6.2. The Client shall pay JOG MY DOG for all fees, expenses and charges incurred up to the date of termination of this Agreement.

7. Insurance

7.1. JOG MY DOG shall ensure that it has in place at all times suitable and valid insurance that shall include Public Liability Insurance relative to the services performed for the Client.

7.2. It is agreed by the Parties that it is the Client's responsibility to ensure that the property, its contents and pets are adequately insured throughout the duration of the Agreement. As JOG MY DOG's pet-sitter insurance is not a substitute for your own pet insurance policy, we recommend that you take out pet insurance of your own.

7.3. JOG MY DOG accepts no liability for damage caused by your dog during a walk. You will be liable in the event that the Carer or a third party is injured by your dog.

7.4. If the Walkers vehicle or property is damaged by your dog, other than reasonable wear and tear, you agree to make good such damage.

7.5. Walkers are covered by insurance in relation to their performance of their duties as pet-sitters under JOG MY DOG's Contractor agreement and is operational only in respect of carers performing walking/pet care assignments expressly agreed by JOG MY DOG for the periods and dates confirmed in accordance with its bookings procedures set out above.

8. Indemnity and liability

8.1. JOG MY DOG shall not be liable for any loss or damage suffered by the Client resulting from the Client's failure to follow any instructions given by JOG MY DOG.

8.2. The Client shall accept full liability and responsibility for any event occurring or arising from the behaviour or characteristics of their pet.

8.3. The Client accepts that even if their dog is vaccinated there is a chance that their dog can still contract Kennel Cough. The Client agrees that they will not hold JOG MY DOG responsible if their dog contracts Kennel Cough while walking with us.

8.4. The Client will indemnify JOG MY DOG against any damage or injury caused by the pet towards any property, person or other animal; this will include, but is not limited to veterinary, medical and legal fees.

8.5. JOG MY DOG shall not be responsible for any damage caused to the Client's property or possessions or that of others caused by the Client's pet during the period the pet is in its care. The Client agrees to indemnify JOG MY DOG against any such claims as may be made against it arising out of or in connection with this Clause.

8.6. JOG MY DOG accepts no responsibility or liability for the security of the Client's property or premises, or any loss or damage which may be sustained as the result of action taken by third parties who also have access to the Client's property or premises before, during or after expiry of this Agreement.

8.7. JOG MY DOG shall not be liable for the injury, loss, death or any actions, fines or penalties as may be imposed on pets permitted unsupervised access to the outdoors.

8.8. JOG MY DOG will care for your pet as the Client would, and whilst JOG MY DOG will make every effort to ensure the safety of the pet and ensure that the pet is well looked after in the Client's absence, JOG MY DOG cannot be held liable for any loss, illness or injury of any pet whilst in JOG MY DOG's care, nor for any death of a pet unless JOG MY DOG can be shown to be negligent.

8.9. The Client is responsible for any veterinary bills, no matter how they are incurred, whilst pets are in the care of JOG MY DOG. JOG MY DOG's pet-sitter insurance is not a substitute for your own pet insurance policy, we recommend that you take out pet insurance of your own.

8.10. Nothing in this Agreement shall limit or exclude JOG MY DOG's liability for death or personal injury.

9. Aggressive or unsocial animals

9.1. Should any pet become aggressive or dangerous, JOG MY DOG shall, in their sole discretion take whatever action they consider necessary in the best interest of the animal, other animals or people which may be encountered. This may, without limitation, include:

9.1.1. a refusal to offer the Services and immediate termination of this Agreement;

9.1.2. obtaining assistance from a Vet, the R.S.P.CA or the police;

9.1.3. placing the pet in a boarding kennel;

9.2. Any fees and costs incurred in taking action pursuant to clause 9.1 shall be directly chargeable to and recoverable from the Client.

9.3. JOG MY DOG shall not be liable to the Client for any refund of Fees where the Client has not specified the behaviour and characteristics of the pet in the Booking Form and JOG MY DOG terminates this Agreement pursuant to clause 9.1.1.

10. Entire Males and Unspayed Females

10.1. JOG MY DOG shall not board entire male dogs or unspayed females whilst they are in season.

Clients who provide incorrect information at the point of sign up shall lose Fees paid for the trial booking and the 24 hour period may be cut short by JOG MY DOG if the dog sprays, humps or shows aggression.

10.2. JOG MY DOG shall not walk a Client's unspayed female whilst in season off lead, regardless of whether the Off Lead Disclaimer Form has been signed. It is a Client's responsibility to notify their walker so that adequate precautions can be taken and the dog walked solo (if usually walked in a group) or visited in the house and garden only.

10.3. JOG MY DOG shall not walk entire males over the age of 12 months within a group setting; where this is requested it will be granted on a case by case (behaviour determined) basis

11. Force Majeure

11.1. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing its obligations under this Agreement caused by conditions beyond its control including but not limited to acts of God, war, strikes, fires, floods, governmental restrictions or power failures.

11.2. The Party (the "**Affected Party**") prevented from carrying out its obligations shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.

12. Assignment

12.1. JOG MY DOG shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of JOG MY DOG.

13. Data Protection

13.1. JOG MY DOG shall not use or pass to a third party (other than information needed by a carer to perform their duties). All information relating to the client, their property and pet(s) will be stored in accordance with the data Protection Act 1998.

13.2. JOG MY DOG occasionally shares photo updates of guest dogs and resident dogs with site users and the public. You agree that JOG MY DOG may, at its sole discretion, publish these photos on the site and across social media including Facebook, Twitter and similar sites. No identification will be given except the dog's first name.

14. Entire Agreement

14.1. This Agreement, along with the Booking Form, Policy & Procedures document and Veterinary Release Form constitute the sole and entire agreement between the Parties, and supersedes all prior agreements, representations and understandings of the Parties written or verbal. Any alteration of this Agreement must be in writing and signed by both Parties.

15. Notices

15.1. Any notice required to be served under this Agreement shall be in writing and shall be served by hand, post or electronic mail.

15.2. Notices shall be deemed served:

15.2.1. upon delivery, when delivered by hand,

15.2.2. upon accepting delivery by signed receipt post/courier, when delivered by using a 'signed for upon delivery' postal service or courier.

15.2.3. immediately following transmission, if by electronic mail provided the sender does not receive a non-delivery message.

16. Governing Law and Jurisdiction

16.1. This Agreement, its formation and any contractual disputes or claims shall be governed by and in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

16.2. Any Forbearance, tolerance or delay in either party enforcing its contractual or legal rights shall not prejudice, restrict or prevent the right of the injured party to enforce its rights at a later date or later breach.

In signing the electronic Agreement on Time to Pet, the Client acknowledge they are legally authorised and entitled to do so, they fully understand and accept the terms (having taken legal advice if they consider it appropriate or necessary) and agree to be bound by the terms.

Jog My Dog

I'm interested. What do I do next?

There are 3 easy options for getting started with Jog My Dog:

1. You can call us on [07843 711075](tel:07843711075)
2. You can send us an email by clicking [here](#)
3. You can fill out an enquiry form by clicking [here](#)



Thanks so much for your interest in Jog My Dog!

We look forward to meeting you and your pets,

Mary Wise, Owner | Jog My Dog

<http://www.jogmydog.co.uk>

PROFESSIONAL PET CARE IN MILTON KEYNES



Call - 07843 711075 | www.jogmydog.co.uk