



Boarding / Day Care Terms & Conditions

1) Our promise to you

1.1 Information supplied to us when you first use our service will be used by Jog My Dog to brief Carers for subsequent bookings unless we are notified that there has been a change in your dog's condition or requirements.

2) Your disclosure obligation

2.1 You agree to provide us with a full and detailed brief about your dog including all information which might assist us when making a booking. You agree to make full disclosure in the Time to Pet portal, and from time to time during your continued use of our service, of any matter, fact, quality or characteristic concerning your dog (a Material Fact) which might be relevant to the selection of a suitable carer and/or be of assistance to us or the Carer during the board including, but not limited to, behavioural or health matters including an unsprayed bitch which may be in season at the material time, anti-social behaviour including aggression, separation anxiety, pica and/or unusual scavenging behaviour, excessive pulling on the lead, a propensity to run away or escape on walks or from the home and/or garden, incontinence/lack of housetraining, destructive behaviour inside or outside the home, phobias or fears, or excessive loud barking/whining etc. You should let us know about any changes in your dog's health, attitude or behaviour which may occur from time to time.

2.2 If you do not mention in the Time to Pet portal, or during the course of your continued use of our service, a Material Fact as described in sub-paragraph 2.1 above, you may be liable to pay additional costs if the Carer experiences difficulties and additional costs are incurred.

2.3 Failure on your part to disclose in the Time to Pet portal any matter, whether a Material Fact or not, which in our reasonable view might render your dog unsuitable for boarding with the Carer and/or for this service will amount to a breach of a condition of the agreement entitling us to terminate the agreement and seek damage compensation for the Carer.

3) Charges

3.1 Jog My Dog's Charges are set out on our website and will be confirmed to you at time of booking. Our Charges are made up of two payments which you will be deemed to accept upon confirmation of the booking:

- 3.1.1 The Booking Deposit, payable at the time of booking, and
- 3.1.2 The Carer's Fees, payable at the start of the board.

3.2 The Booking Deposit constitutes Jog My Dog's head office fee payable at the time of booking in consideration of the introductory and booking service we operate. For the avoidance of doubt, a provisional boarding enquiry made of us, or of a Carer, as to the future availability of a Carer does not give rise to any obligations on our part, or that of a Carer, unless secured by payment of the Booking Deposit and confirmed by a the confirmation email from Time to Pet.

3.3 We operate a strict policy of "first come, first served" as to payment of the Booking Deposit, in respect of which time is of the essence.

3.4 Jog My Dog's Charges are payable by the day, or any part thereof, not by the night. Collection and drop off times are 9am unless arranged otherwise with the Carer. Late collections falling between 9am and 12pm will incur an additional half day care charge and late collections falling after 12pm will incur a full day care charge.

3.5 Christmas Day, Boxing Day, New Year's Eve and New Year's Day are charged at twice the normal daily rate. There are no supplementary charges for bank holidays during the rest of the year, which are charged as normal days.

3.6 You will be entering into a separate agreement with the Carer, subject to a mutually satisfactory Introductory Meeting, and, unless the Carer expressly agrees otherwise, you agree to pay the Carer's Fees to the Carer at the beginning of the board on the day that you deliver your dog either by bank transfer made payable to the Carer or in cash.

3.7 If you need to have your dog transported to or from the Carer, this will be subject to an additional charge to be agreed at the time of booking.

3.8 PayPal transfers are subject to a small additional fee to cover transactional charges which will be notified to you at time of payment. There is no additional charge for debit card payments.

4) Introductory Meeting

4.1 Your agreement with Jog My Dog/the Carer is conditional upon a mutually satisfactory meeting being undertaken with your dog at the Carer's home (the Introductory Meeting).

4.2 You agree to contact the Carer to arrange the Introductory Meeting (which may include a 4hr or 24hr trial board) as soon as possible following receipt of our written notification to you of the Carer we are recommending.

4.3 If you do not carry out the Introductory Meeting in accordance with the stipulations set out in sub-paragraphs 4.1, 4.2 and 4.3 above, we may either (a) treat the board as confirmed in which case the cancellation provisions set out in paragraph 5 below apply or (b) cancel the agreement, in which case we may at our discretion withdraw our services and shall be under no obligation to recommend an alternative carer and may charge a discretionary administration fee of up to £15 per board for the work already carried out.

4.5 If for any reason you are not satisfied with the Carer, provided that you notify Jog My Dog within 3 days of the Introductory Meeting, we will refund the Booking Deposit in full. However, if you decide not to proceed for any reason other than because you are not happy with the Carer, this may be deemed to be a cancellation and treated as such in accordance with paragraph 5 below.

4.6 If the Carer chooses not to affirm the board, whilst we may use our reasonable endeavours to provide an alternative carer, we reserve the right entirely at our discretion to cancel the agreement and to refund your Booking Deposit without any liability to you.

5) Cancellations

5.1 Cancellations must be notified in writing by email to mary@jogmydog.co.uk. To mitigate any losses to us and/or the Carer as a result of cancellation, the scale of charges below applies. The incremental nature of the charges reflects the decreasing likelihood of obtaining a suitable replacement board the closer the cancellation occurs to the start of the board, rising to a sum equal to the total contract sum payable if the board had not been cancelled. These charges are a genuine pre-estimate of the losses incurred by Jog My Dog and its Carers as a result of cancellation.

5.2 If you cancel after the Booking Confirmation has been issued either (a) before the Introductory Meeting or (b) after the Introductory Meeting but within 3 days thereof for a reason other than because you are not happy with the carer we have recommended as described in paragraph 4.5 above, we reserve the right to treat this as a cancellation in accordance with the scale of charges below or to charge a discretionary administration fee of up to £15 for the work already carried out.

5.3 We recommend that you take out holiday cancellation insurance in case you are unable to proceed with the booking for any reason including, but not limited to, the cancellation of your holiday or because your dog has become ill or injured or dies after the booking is confirmed.

Period before commencement of board:	Cost of cancellation:
Over 56 clear days' notice	100 % of deposit paid
43 to 56 clear days' notice	100% deposit paid plus 25% Carer's fee
29 to 42 clear days' notice	100% deposit paid plus 50% Carer's fee
15 to 28 clear days' notice	100% deposit paid plus 75% Carer's fee
0 to 14 clear days' notice	100% deposit paid plus 100% Carer's fee

"CLEAR" days means that the day notice is received by JOG MY DOG and the day the board is due to start are excluded from the computation.

6) Alterations to a confirmed booking

6.1 If you alter your board after the Booking Confirmation has been issued, we will do our best to accommodate reasonable changes to your original booking, subject to a discretionary administration fee of £15 to cover the costs of the additional work involved. However, if you alter the dates of the board by 3 days or more, this will be deemed a cancellation subject to the cancellation provisions set out in paragraph 5 above. For the avoidance of doubt, a Booking Deposit paid in respect of a board which you subsequently cancel is non-transferable.

6.2 If, with or without notice to us, you deliver your dog a day or more earlier or collect your dog a day or more later than the dates of the board set out in the Booking Confirmation, Jog My Dog's Charges are payable in full for each additional day required, or each day not taken, whichever is the case.

7) Cancellation by us

7.1 In the unlikely event that the Carer is unable to honour a board, we will use all reasonable endeavours to arrange an introduction to another suitable carer or refund your Booking Deposit. Alternatively, we may exceptionally (and only ever with the full consent obtained in advance of the relevant owner) provide an introduction to an alternative carer on a non-exclusive basis.

7.2 In the event that due to conditions beyond their control the Carer is unavailable and after the Booking Confirmation has been sent to you, we will use our reasonable endeavours to offer you an alternative suitable carer or we will refund your Booking Deposit.

7.3 We may entirely at our discretion withdraw or withhold our service or that of the Carer if we consider a dog to be an unsuitable match for the carers available at the time and we may cancel the board after the Booking Confirmation has been sent to you if (a) the Carer on reasonable grounds withdraws from a provisional booking within 3 days of the date of the Introductory Meeting or (b) we believe you have failed to advise us of a Material Fact in accordance with sub-paragraph 2.1 above (in which case we will refund the Booking Deposit you have paid less a discretionary administration fee of up to £15 per board for the work already carried out)

8) Dogs we are unable to board

8.1 We are unable to accept bookings for a dog subject to the terms of the Dangerous Dogs Act 1991 or a dog with aggression problems towards other dogs and/or people; a dog aged 12 years and over during the course of the dog's first board with us a puppy under 10 months of age (unless previously agreed in writing and subject to an additional charge agreed with you at time of booking); a dog with serious health problems or requiring veterinary nursing, supervision or other specialist care; an unsprayed bitch in season at the time of the board (in respect of which we reserve the right to cancel the board); or a dog we reasonably believe to be difficult to care for in the home or on walks or which is otherwise unmanageable.

9) Arrival of your dog

9.1 You agree to supply your dog's food (including treats, if appropriate) sufficient for the duration of the board in addition to food/water bowls, favourite toys, bedding and exercise leads. If insufficient food is supplied, you agree to refund the Carer for the costs incurred in purchasing additional food.

9.2 You undertake to deliver your dog in a clean and groomed condition. Any dog requiring regular grooming should also be provided with appropriate grooming equipment.

10) Emergency contact

10.1 All reasonable efforts will be made to contact the person in the UK that you have nominated as your contact in the event of an emergency. We reserve the right to make decisions regarding your dog provided we are at all times acting in the best interests of your dog and/or on the advice of a veterinary surgeon.

11) Veterinary Fees

11.1 Whilst we and/or the Carer will use all reasonable endeavours to ensure the happiness, welfare and safety of your dog, a condition of this agreement is that if your dog becomes unwell, has an accident or injures himself during the course of the board, we may take him to a veterinary surgeon and you will pay any veterinary fees incurred.

11.2 You further agree that if your dog attacks, or is involved in a fight with, another dog (and/or person) causing injury to that dog (and/or person), you will be responsible for any losses incurred as a result including, but not limited to, payment of veterinary fees in respect of injuries to another animal caused by your dog.

11.3 In the unlikely event of an incident as described in sub-paragraphs 11.1 and 11.2 above, we recommend that your dog is insured against sickness, accident or injury and for third party liability prior to boarding with the Carer. Although we will, at our discretion, accept bookings for dogs that are not insured, you agree that the Carer may seek veterinary treatment for your dog on your behalf and

to be responsible for any fees incurred. Failure to sign a form of authority does not alter your liability for payment of such veterinary fees which, whether they are invoiced directly to you, or to Jog My Dog or the Carer on your behalf, you agree to reimburse or pay on your return.

11.4 You must ensure that your dog is in good health and free from fleas & ticks, is properly wormed and up to date with his vaccinations (which we recommend includes kennel cough as your dog will come into contact with other dogs when out on walks).

12) Insurance

12.1 It is your responsibility to insure your property and your dog.

12.2 Jog My Dog accepts no liability for damage caused by your dog during a board. You will be liable in the event that the Carer or a third party is injured by your dog.

12.3 If the Carer's home or property is damaged by your dog, other than reasonable wear and tear, you agree to make good such damage.

12.4 Carers are covered by insurance in relation to their performance of their duties as pet-sitters under Jog My Dog's HQ agreement and is operational only in respect of Carers performing boarding assignments expressly agreed by Jog My Dog for the periods and dates confirmed in accordance with its bookings procedures set out above.

12.5 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.

13) Off-lead Disclaimer

13.1 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.

14) Limitation of Liability

14.1 We will take all reasonable care in the selection and recommendation of the Carer but, save as required by statute, we are not liable for the acts or omissions, including the negligence, of the Carer or for any loss or damage caused by or contributed to by the Carer including negligence.

14.2 The Carers are independent contractors and not employed by Jog My Dog.

14.3 We are not liable for loss or damage to property, or for purely economic loss, including direct or indirect loss whether foreseeable or not, arising out of, or in connection with, the performance of this agreement.

14.4 Our liability, if any, under this agreement shall be limited to the amount of the Booking Deposit paid and, in respect of the Carer, to the amount of the fees paid or payable to the Carer.

14.5 In the event that we and/or the Carer are held jointly liable for any losses, such joint liability shall be limited to a sum equal to the total amount paid under this agreement as set out in the Booking Confirmation.

15) Booking Policy

15.1 All bookings must be made through Jog My Dog, as the carers & walkers do not have the most up to date information about bookings being scheduled for them.

16) Indemnities

16.1 You agree to indemnify Jog My Dog against any claims for loss or injury to the Carer, their property or a third party caused by your dog or as a result of a breach of these terms and conditions.

17) Entire Agreement

17.1 Unless otherwise agreed in writing, these terms and conditions together with the Booking Request (and/or any form or document we ask you to sign from time to time in connection with the care of your dog) will constitute the entire agreement between you and Jog My Dog or with the Carer.

18) Rights of third parties

18.1 Save where a provision of this agreement is intended to be for the benefit of the Carer or any carer registered on our books from time to time, the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded.

19) Governing Law & Jurisdiction

19.1 This agreement shall be governed and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.