Service Agreement

BETWEEN:

**Itchy and Scratchy Dog Home boarding under ltd company Roaming Roots**

**Itchy and Scratchy 15 Wiltshire Close, Bury, BL9 9EY**

and

**Print Name............................................................................**

**Print Address ..........................................................................................................................................**

The Customer wishes to engage Itchy and Scratchy to fulfil services, and Itchy and Scratchy agrees to undertake services (hereafter referred to as the “Services”) as set out in the Service Invoice and in accordance with the policy and practices document (“Policies and Process”) and subject to the terms and conditions of this Agreement.

1. Commencement Date and Duration
	* 1. This Agreement shall commence from the date of signing and shall remain in effect until either party terminates the arrangement as per the Termination clause in the Policies and Process section of the Agreement.
		2. A cooling off period shall be in effect should this Service Agreement be signed in the Customer’s home. The cooling off period is not applicable if the Service Agreement is signed on Itchy and Scratchy premises. The cooling off period is 14 (fourteen) days. The Customer is entitled to cancel this Service Agreement and incur no penalty on the condition that no Services have been booked for specific dates, and / or no deposits have been paid. In the event that Services have been booked for specific dates, any deposits have been paid or the Customer has asked for the Services commence within the 14 (fourteen) day cooling off period, the Customer is deemed to have waived their right to a cooling off period.
2. The Offering of Services
	* 1. Itchy and Scratchy shall perform the Services in an attentive, reliable and caring manner, using all reasonable skill and care, having due regard to the Policies & Processes and any relevant information as noted on the Service Invoice.
		2. Itchy and Scratchy 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. Itchy and Scratchy shall act in accordance with all reasonable instructions given by the Customer provided such instructions are compatible with the specification of Services provided in the Policies and Process section of the Agreement. For the avoidance of doubt, where the Customer’s wishes conflict with relevant current UK legislation, the legislation prevails.
3. Customer’s Obligations
	* 1. The Customer shall read and agree to follow the pertinent information in the Policies and Process section of the Agreement, as is applicable for the required Services.
		2. The Customer shall use all reasonable endeavours to provide information to Itchy and Scratchy necessary for Itchy and Scratchy to provide Services.
		3. The Customer authorises Itchy and Scratchy to carry out the Services.
		4. The Customer agrees that the information provided to Itchy and Scratchy is true to the best of their information, knowledge and belief.
		5. The Customer may issue reasonable instructions to Itchy and Scratchy in relation to Itchy and Scratchy’ provision of Services. Any such instructions should be compatible with the specification of Services provided in the Policies and Procedures.
4. Booking and Cancellations
	* 1. Bookings discussions shall not be considered as ‘confirmed’ until Itchy and Scratchy provides the Customer with a Service Invoice and the Customer pays the deposit as outlined on the document.
		2. Itchy and Scratchy requires a £50 per dog non-refundable deposit to hold an available space when Services are booked.
		3. On a case-by-case basis, Itchy and Scratchy may not request deposits for booked services. The cancellation policy remains in force for such exceptions...
		4. For regular Customers who wish to pay cash on arrival (and it is agreed that no deposit is paid), 25% cancellation fee of total amount payable 8 weeks prior to their stay. 6 weeks prior to their stay a 50% cancellation fee is payable of their full stay. Cancellation within 6 weeks of their stay full payment is required of their booking, charges for cancellation still applies, and an invoice shall be issued for the required cancellation fee.
		5. 25% of the full booking amount is charged within 8 weeks prior to their booking for the cancellation of Home Boarding services within 7 days or the full price is charged. 50% of the full booking amount is charged 6 weeks prior to their booking for the cancellation of home boarding services within 7 days or the full price is charged. Full payment is required for the prior booking if cancelled within 6 weeks payment required within 7 days.
		6. 24hrs notice is required for all services other than Home Boarding, or the full price is charged.
		7. Please note that should a dog fail to meet the behaviour requirements during an assessment visit and the parties determine that a Home Boarding booking cannot be honoured, any deposit paid for the holiday booking will be returned to the Customer, as well as any fees paid for future practice visits that have not taken place. Charges for Assessment days or practice visits that have already taken place shall not be refunded.
		8. Customers agree that if the Services are not used for 12 months or more, a new Registration Form must be completed, and the dog may need to undertake a further trial and assessment prior to booking.
5. Fees and Payment
	* 1. Itchy and Scratchy will charge the Customer for the Services as quoted in the Service Invoice (the “Fees”) and the Customer agrees to pay Itchy and Scratchy the Fees, promptly when they fall due.
		2. Bookings for Services to be carried out on a public holiday shall be charged at the standard rate, and Services booked to be carried out on ‘special days’ are charged at the standard rate.
		3. The Customer agrees to reimburse Itchy and Scratchy for any additional fees connected to providing emergency care, as well as any expenses incurred, for example (but not limited to) unexpected visits, transportation, housing, food or supplies on proof of a valid receipt.
		4. If the Customer fails to make payment on a due date, then Itchy and Scratchy shall, without prejudice to any other rights or remedies of Itchy and Scratchy, have the right to charge the Customer interest on a weekly basis at the rate of 20% of the total amount per week.
		5. Should any payment due under this Agreement remain unpaid for 7 days days after it falls due, Itchy and Scratchy will be relieved of their contractual obligations under this Agreement to provide the Services until such time as payment is made.
6. Termination
	* 1. The relationship between Itchy and Scratchy and the Customer shall remain in place until either party give notice in writing. The relationship shall not be severed until all Services that have been paid or, or partially paid for, have been provided. Should the Customer wish to terminate the relationship without using the Services that have already been paid for, no refund shall be issued. Itchy and Scratchy reserve the right to terminate services with immediate effect in the event that a pet shows undeclared aggression toward people or other animals.
7. Standards and Insurance
	* 1. Itchy and Scratchy agree to provide a professional and reliable service to their customers. All animals under the care of Itchy and Scratchy will be given the full care and attention needed to make their experience both fun and safe.
		2. Customers, however, must accept that accidents or illness may occur in such a manner that can neither be foreseen nor prevented by Itchy and Scratchy.  The Customer shall indemnify Itchy and Scratchy, who shall be held harmless in the following circumstances:
			+ In the event that a customer’s pet causes harm to a person or another animal, or damages property.
			+ In the event that a customer’s pet is injured or involved in or causes an accident.
			+ In the event that a Customer's pet causes a third party to claim for damages by way of injury to a person or an animal, or damage to property.  In such cases, the Customer will indemnify Itchy and Scratchy against such claims, and will liaise directly with the claiming third party.
		3. Itchy and Scratchy is covered by third party liability insurance, but it is highly recommended that Customers have their own pet insurance to cover liability claims from a third party.
8. Veterinary Waiver
	* 1. If a pet is taken sick or injured during the period of the Service, Itchy and Scratchy shall notify the Customer as quickly as is reasonably practical using all reasonable methods of communication available to both parties, to request guidance. In the event that Itchy and Scratchy is not able to contact the Customer or the Customer’s Emergency Contact, Itchy and Scratchy shall take the pet to a Veterinary Practice on behalf of the Customer and make the best possible medical decisions for the pet with the recommendation and support of a Veterinary Professional. Any veterinary bills shall be directly chargeable to the Customer.
		2. Itchy and Scratchy shall use its best efforts to use the pet’s normal Veterinary Practice where ever possible. The Customer authorises Itchy and Scratchy to appoint an alternative Veterinary Practice to examine the pet and carry out such treatment or surgery as may be appropriate if the pet’s normal Veterinary Practice is not available, or the geographic location and severity of the injury predicates that the nearest Veterinary Practice must be used.
		3. By signing this Agreement, the Customer gives Itchy and Scratchy the authority to discuss a pet’s health and treatment with a Veterinary Professional in accordance with Global Data Protection Regulation (GDPR) (and subsequent revisions of the legislation). The Customer also gives Itchy and Scratchy permission to present and share this signed Agreement with a Veterinary Practice where it is necessary under GDPR to manage a pet’s care.
9. Aggressive or Unsocial Animals
	* 1. Should any pet become aggressive or dangerous, Itchy and Scratchy 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. The potential actions that Itchy and Scratchy shall take are listed for each Service in the Policies and Process section of this Agreement.
10. Force Majeure
	* 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.
		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.
11. Assignment
	* 1. Itchy and Scratchy 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 Itchy and Scratchy.
12. Data Protection and Privacy
	* 1. The photographs on the Itchy and Scratchy website are of Customer’s pets, pets owned by Itchy and Scratchy and are supplemented with photographs from itchy and Scratchy
		2. Personal information shared with Itchy and Scratchy for the purpose of using Services will not be sold or shared with third parties, in accordance with GDPR 2018 (or subsequent revision). Information is held on paper and electronically for periods required by The Animal Welfare (Licensing of Activities Involving Animals) (England) Regulations 2018 and HMRC.
		3. In accordance with GDPR, the Customer gives Itchy and Scratchy permission to share information from this signed Agreement with Veterinary Practices as is necessary to provide care, and gives the Veterinary Practice permission to discuss pet care with Itchy and Scratchy where the Customer is not able to be contacted.
		4. Customers are advised that Itchy and Scratchy may take and use photographs of pets for marketing purposes; however no specifics pertaining to the location of the pet or the owner will be divulged publicly.  If you do not wish Itchy and Scratchy to use photos of your pet for marketing purposes, please tell us via email at Itchyandscratchyhomeboarding@gmail.com.
13. Entire Agreement
	* 1. This Agreement, along with the Registration Form, Policy & Process document, website and each Service Invoice 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.
14. Notices
	* 1. Any notice required to be served under this Agreement shall be in writing and shall be served by hand, post or electronic mail.
		2. Notices shall be deemed served:
			+ upon delivery, when delivered by hand;
			+ upon accepting delivery by signed receipt post/courier, when delivered by using a ‘signed for upon delivery’ postal service or courier; or
			+ Immediately following transmission, if by electronic mail provided the sender does not receive a non-delivery message.
15. Governing Law and Jurisdiction
	* 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.
		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.

 Policies and Process

1. General Policies Pertaining to All Services
	1. Registration
		1. It is the Customer’s responsibility to provide clear and accurate information to Itchy and Scratchy on the Registration Form and any other documents that are provided to the Customer for completion. Changes or updates to the Registration Form must be put in writing to Itchy and Scratchy. Email updates are acceptable. Itchy and Scratchy shall be held harmless from claims where outdated written information is responsible for the incident, unless Itchy and Scratchy can be shown to be negligent.
		2. It shall be the sole responsibility of the Customer to inform Itchy and Scratchy of their dog’s ongoing illnesses and medical conditions or significant illnesses and conditions that they have suffered in the past. Itchy and Scratchy shall not be held liable for decisions that are made, or their subsequent outcomes based on an omission of information of their dog’s registration form. In the event of a dog having a contagious illness or disease which has not been disclosed, the Customer may be liable for the costs of treatment given to other dogs which become infected.
		3. By registering with Itchy and Scratchy and signing this Service Agreement, the Customer consents to their dog attending Day Care or Home Boarding alongside dogs from other families, and authorises Itchy and Scratchy to allow their dog to mix with resident dogs and other visiting dogs in the main communal areas of the property and the garden. The Customer also agrees to their dog being walked in a group during the course of the Services.
	2. Vaccinations and Parasite Control
		1. Dogs that attend Home Boarding, Day Care or participate in group walks must be vaccinated in accordance with veterinary recommendation, including the vaccination for Leptospirosis. Kennel Couch vaccination is preferred but is not mandatory. Customers must provide Itchy and Scratchy with evidence of the vaccination schedule by way of Vaccination Card or a letter / email from their Veterinary Practice. Itchy and Scratchy reserve the right to refuse to accept a dog on arrival in the event that a dog fails to receive the annual vaccinations and does not have a letter from a Veterinary Professional specifying their exemption from core vaccination on medical grounds.
		2. Dogs that attend Home Boarding, Day Care or participate in group walks must be treated for worms and fleas. If fleas are found to be present, Itchy and Scratchy shall contact the Customer immediately to arrange steps for remediation. Dogs in Day Care must be collected by the Customer or the Customer’s Emergency Contact within the time frame outlined by Itchy and Scratchy, and may not use Services until the infestation has been removed. Dogs in Home Boarding must be treated immediately and in accordance with veterinary guidance. In the event that the Customer is not available or will not agree to next steps, the Emergency Contact on the Customer registration form shall be contacted and asked to remove the dog from the premises. Customers accept that they will be responsible for the expense of removing fleas from the premises and the dog walking vehicle.
	3. Infectious Diseases and Illness on Arrival
		1. The Customer or the Customer’s Emergency Contact must make arrangements for the collection of a dog if the dog is determined to have an infectious disease within 12 hours of veterinary confirmation. The Customer agrees to place the dog into the care of a Veterinary Professional immediately should they have isolation facilities available.
		2. Dogs that arrive for Home Boarding or Day Care with evidence of a viral or bacterial illness must provide a written confirmation from a Veterinary Practice that the illness is no longer (or not) contagious. Evidence of a viral or bacterial illness may include (but shall not be restricted to) a runny nose, sneezing, coughing and an upset stomach.
	4. Additional Charges
		1. Services offered on a public holiday shall be charged at normal rate.
		2. Day Care and Home Boarding for dogs with special needs may be charged at an additional rate per day, as advised at the time of booking. This charge is discretionary and is based on the additional needs of the dog for the period of care.
		3. Weekend services may be charged at a different rate to weekday services, and will be documented in the written invoice.
		4. The Customer agrees to pay for any damage to property or possessions arising from the behaviour of their pet whilst on Itchy and Scratchy premises on presentation of a valid receipt for replacement goods, or a quote for damage repair.
		5. The Customer agrees to pay for any additional fees for providing emergency care, as well as any expenses incurred for unexpected additional visits, transportation, boarding, food or equipment on presentation of a valid receipt.
	5. Key Holding and Key Services
		1. Itchy and Scratchy will safeguard keys in a manner consistent with that of the professional dog walking and pet sitting service industry. Keys will be tagged via a coded system and stored in a manner which offers reasonable protection against the theft or loss of keys.
		2. Requests for keys to be returned or left at the property in the Customer’s absence must be put in writing. Itchy and Scratchy shall not be responsible for the safety of any keys posted through the letter-box or left at a 'safe location' if this is requested by the Customer.
	6. Pricing and Payment for Services
		1. Service rates are reviewed annually, and shall come into effect on 1st January for bookings planned within the affected year.  As an example, this means that a booking made in October 2020 for May 2021 shall be invoiced at the 2020 prices.  Invoices shall be honoured at the price issued regardless of subsequent changes to Service prices. Customers shall be given a minimum of 3 months notice of planned price changes.
		2. Payment for services is required in advance of the Service start date, and on presentation of a Service Invoice. Charges are broken down into dates and days of stay, non-refundable deposit, and a total balance. The deposit payment is due on or before the date stated in the Service Invoice. The balance is due on or before the first day of Service, as stated in the Service Invoice.
		3. Customers agree that booking dates will not be reserved, and services will not be carried out if payments have not been received on the dates determined in the Service Invoice.  In the event that Itchy and Scratchy determine that the Service must be fulfilled in order to maintain the welfare of the pet, and payment has not yet been received; a supplementary fee for late payment may be added to the overall charge at a cost of £25.00 per week until the invoice is settled in full.
		4. Approved payment methods are listed on the Service Invoice.
	7. Abandoned Dogs
		1. The Customer agrees that if their dog is not collected from Home Boarding or Day Care on the due day, additional fees will apply and shall be paid on collection.  If Itchy and Scratchy are unable to contact the Customer or the Customer's Emergency Contact for 7 (seven) days, it is assumed that the dog has been abandoned and arrangements for re-homing will be made.
		2. In the event that the Customer’s Emergency Contact is contactable but is unable or unwilling to collect the dog and pay the additional fees, Itchy and Scratchy will make arrangements for the re-homing of the dog.
	8. Death or Loss of a Beloved Pet
		1. Itchy and Scratchy agree to provide a professional and reliable service to their customers. All animals under the care of Itchy and Scratchy will be given the full care and attention needed to make their experience both fun and safe. Customers however, must accept that occasionally accidents or illness may occur in such a manner that can neither be foreseen nor prevented by Itchy and Scratchy.  The Customer shall indemnify Itchy and Scratchy, who shall be held harmless in the event of the loss or death of a pet unless Itchy and Scratchy can be shown to be negligent.
		2. Itchy and Scratchy shall use all reasonably practicable measures to prevent the loss of death of a pet in their care. Claims against Itchy and Scratchy, where negligence is proven, shall be settled within the boundaries of the company’s business insurance policy.
		3. In the event of the temporary or permanent loss of a pet, Itchy and Scratchy shall contact the customer immediately to apprise of the situation and agree next steps. In the event that a Customer is not contactable, the Customers nominated Emergency Contact shall be used.
	9. Customer Complaints
		1. Customer complaints must be received in writing within 7 calendar days of the end of the service which has triggered the complaint. Itchy and Scratchy shall respond to the Customer within 7 calendar days of receipt of the complaint. Itchy and Scratchy shall use all reasonably practical measures in order to resolve the issue, and discussions about the complaint are made in good faith.
2. Dog Day Care
	1. Hours and Additional Charges
		1. Day Care runs from 6am to 6pm, Monday to Friday. Customers collecting their dog after the close of business are required to pay an additional £11 charge for late collection. Customers may drop their dog between 6am and 10.30am may collect from anytime up till 6pm. Note that Itchy and Scratchy provide other services throughout the day Walking and boarding meaning that drop of and collection times must be agreed by prior arrangement. Weekend Day Care may be available at an agreed price.
	2. Unneutered Dogs
		1. The Customer understands and agrees that bitches in season are not suitable for Day Care or boarding, and that Itchy and Scratchy shall not be held responsible for the unsolicited behaviour of un-neutered or un-spayed dogs, or for the dogs around them.  Issues regarding unwanted pregnancy are the responsibility of the Customer and the affected third party.  In the event that an un-neutered bitch comes into season whilst in the care of Itchy and Scratchy, the Customer or the Customer's Emergency Contact shall be asked to collect the dog within 12 hours of notification.  No refund shall be issued for remaining booked days of the season period.
		2. Unneutered males and unneutered females (whether in season or not) will not be accepted within the same period for Day Care, and in the event of a conflict the chosen party shall be determined by the pre-assessed behaviour of both visiting dogs around the visiting dogs already booked. The dog presenting the lowest risk to the already visiting dogs shall be chosen.
	3. Unsuitable Behaviour and Aggression
		1. Dogs that require permanent isolation from other dogs within the premises are not acceptable for Day Care at Itchy and Scratchy. Dogs that require temporary isolation from other dogs (for instance, recovering from a medical procedure) are accepted and shall be separated for their booked period. Where it is not possible to keep a dog completely separate, Itchy and Scratchy reserve the right to cancel any bookings during the temporary period that isolation is required.
		2. Dogs that display unacceptable behaviours are not suited to Day Care. Unacceptable behaviour may be described as (but is not restricted to) a dog who barks continually; displays signs of extreme stress if left unattended (even if the Licence Holder is elsewhere within the premises); bites someone; is aggressive towards, or bites another dog, or persistently marks in the house.
		3. Should the dog exhibit any of the above behaviours, the Customer will be contacted to make arrangements for the dog to be removed from the Itchy and Scratchy service. If the Customer cannot be contacted, the Emergency Contact listed will be asked to make the arrangements to collect the dog.
		4. The Customer agrees to inform Itchy and Scratchy immediately should they see any signs of aggression in their pet. In the event that a dog does not behave as described on the signed Registration Form, the Customer must make arrangements (with help from Itchy and Scratchy to move the dog to another location for the remainder of the Day Care period.
3. Dog Home Boarding
	1. Hours and Additional Charges
		1. Home Boarding runs from 8am, and is charged per night. Customers may drop their dog at any time between 8am and 6pm. Collections may be arranged between 8am and 6pm, Note that Itchy and Scratchy provide other services throughout the day Daycare and walking meaning that drop of and collection times must be agreed by prior arrangement.
	2. Provisions
		1. Dogs must be provided with sufficient food, treats and bedding to ensure their comfort and welfare during their stay. In the event that a dog has not been provided with sufficient food to maintain health for the period of the stay, Itchy and Scratchy will purchase additional food (as described in the Registration Form), and Customers will reimburse Itchy and Scratchy on collection of the dog.
		2. Where Customers have forgotten to pack an item of equipment, Itchy and Scratchy will endeavour to loan the dog a piece of equipment from stock. If an item of equipment is not available, Itchy and Scratchy will contact the Customer to allow them to decide if the item should be purchased. Where items have been purchased with the Customer’s consent, Customers will reimburse Itchy and Scratchy for any charges on collection of the dog.
	3. Dogs Left Alone and Overnight
		1. Customers accept and agree that in rare and emergency circumstances, their dog may be left securely on Itchy and Scratchy premises during the day, not being left alone for a period of more than 3 hours. Dogs from different families shall be separated in the event that they are left alone. A trusted relative or pet sitter will arrive to oversee the dogs as quickly as is reasonably practical based on the emergency circumstances.
	4. Unneutered Dogs
		1. The Customer understands and agrees that bitches in season are not suitable for Home Boarding, and that Itchy and Scratchy shall not be held responsible for the unsolicited behaviour of un-neutered or un-spayed dogs, or for the dogs around them.  Issues regarding unwanted pregnancy are the responsibility of the Customer and the affected third party.  In the event that an un-neutered bitch comes into season whilst in the care of Itchy and Scratchy, the Customer or the Customer's Emergency Contact shall be asked to collect the dog within 5 (five) hours of notification.  It is the responsibility of the Customer to ensure that a bitch in season is not booked in for Home Boarding, and therefore no refund shall be issued for remaining days of the Boarding period. In the event that the dog is not collected within the time frame specified, the relocation process described in the section ‘Unsuitable Behaviour and Aggression’ shall be followed.
	5. Unsuitable Behaviour and Aggression
		1. Dogs that require permanent isolation from other dogs within the premises are not acceptable for Boarding at Itchy and Scratchy Dogs that require temporary isolation from other dogs (for instance, recovering from a medical procedure) are accepted where it is possible and practical, and shall be separated for their booked period. Where it is not possible to keep a dog completely separate, Itchy and Scratchy reserve the right to cancel any bookings during the temporary period that isolation is required.
		2. Dogs that display unacceptable behaviours are not suited to Home Boarding. Unacceptable behaviour may be described as (but is not restricted to) a dog who barks continually; displays signs of extreme stress if left unattended (even if the Licence Holder is elsewhere within the premises); bites someone; is aggressive towards, or bites another dog, or persistently marks in the house.
		3. Should a dog exhibit any of the above behaviours, the Customer will be contacted to make arrangements for the dog to be removed from Itchy and Scratchy service within a time frame set by Itchy and Scratchy.  If the Customer cannot be contacted, the Emergency Contact listed will be asked to make the arrangements to collect the dog. There will be no refund of boarding fees or daycare fees.
		4. Should the Emergency Contact refuse to collect the Customer’s dog, Ittchy and Scratchy will endeavour to put the dog(s) into kennels for the remainder of the period.  If transportation costs are incurred for moving the dog to kennels, these will be paid by the Customer on their return.  There will be no refund of boarding fees paid to Itchy and Scratchy, and charges incurred at the kennels will be payable by the Customer on collection of the dog.  Dogs boarding together from the same family will not be separated without the Customer's consent, and where the Customer is not contactable, all dogs will be moved to the alternative facility.
		5. In the event that the Customer and Itchy and Scratchy can reach no mutual agreement for the care of the aggressive dog for the remainder of the period, Itchy and Scratchy will contact the local Licensing Authority or Dog Warden and will follow the advice or direction given by the Licensing Authority or the Dog Warden. The Customer agrees to defer to the Licensing Authority or Dog Warden’s direction in such circumstances.
		6. The Customer agrees to inform Itchy and Scratchy immediately should they see any signs of aggression in their pet. In the event that a Customer's dog does not behave as described on the signed Registration Form, the Customer must make arrangements (with help from Itchy and Scratchy) to move the dog to another location for the remainder of the boarding period.
4. Dog Walking Service
	1. Lead Rules and Group Walking
		1. The Customer agrees that dogs will routinely be walked on a lead, and only walked off-lead if written and signed consent is given by the Customer.
		2. The Customer agrees, understands and accepts that dogs may be walked in groups, but will always be accompanied by sufficient Dog Walkers as to remain in control of all dogs present.  Itchy and Scratchy commit that dogs identified as nervous or 'not dog friendly' will not be walked in groups.
	2. Weather
		1. Dog Walkers will apply personal judgment and cut short a walk if necessary because of extreme weather conditions (ie, heat, thunderstorms) for the safety of both the dogs and the walker.  Where practicable and possible, home visits shall be offered until standard services can be resumed.
	3. Aggression
		1. The Customer agrees to inform Itchy and Scratchy immediately should they see any signs of aggression in their pet.  The Customer agrees to take action pertaining to the potential aggression in their pet by, at the very minimum, purchasing a muzzle or other similar item to restrict their pet's biting action.  The Customer agrees that should Itchy and Scratchy see signs of aggression in a pet whilst in their care, the dog’s current walk shall be terminated immediately, and the dog returned home. A plan to address the aggression must be discussed and agreed by both parties prior to service being resumed.
		2. Itchy and Scratchy reserve the right to terminate Walking services with immediate effect in the event that a dog shows aggression toward the public whilst in their care.

Unneutered Dogs

BETWEEN:

**Itchy and Scratchy Dog Home boarding under ltd company Roaming Roots**

**Itchy and Scratchy 15 Wiltshire Close, Bury, BL9 9EY**

and

**Print Name............................................................................**

**Print Address ..........................................................................................................................................**

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		3. The Customer authorises Itchy and Scratchy to carry out the Services.
		4. The Customer agrees that the information provided to Itchy and Scratchy is true to the best of their information, knowledge and belief.
		5. The Customer may issue reasonable instructions to Itchy and Scratchy in relation to Itchy and Scratchy’ provision of Services. Any such instructions should be compatible with the specification of Services provided in the Policies and Procedures.
4. Booking and Cancellations
	* 1. Bookings discussions shall not be considered as ‘confirmed’ until Itchy and Scratchy provides the Customer with a Service Invoice and the Customer pays the deposit as outlined on the document.
		2. Itchy and Scratchy requires a £50 per dog non-refundable deposit to hold an available space when Services are booked.
		3. On a case-by-case basis, Itchy and Scratchy may not request deposits for booked services. The cancellation policy remains in force for such exceptions...
		4. For regular Customers who wish to pay cash on arrival (and it is agreed that no deposit is paid), 25% cancellation fee of total amount payable 8 weeks prior to their stay. 6 weeks prior to their stay a 50% cancellation fee is payable of their full stay. Cancellation within 6 weeks of their stay full payment is required of their booking, charges for cancellation still applies, and an invoice shall be issued for the required cancellation fee.
		5. 25% of the full booking amount is charged within 8 weeks prior to their booking for the cancellation of Home Boarding services within 7 days or the full price is charged. 50% of the full booking amount is charged 6 weeks prior to their booking for the cancellation of home boarding services within 7 days or the full price is charged. Full payment is required for the prior booking if cancelled within 6 weeks payment required within 7 days.
		6. 24hrs notice is required for all services other than Home Boarding, or the full price is charged.
		7. Please note that should a dog fail to meet the behaviour requirements during an assessment visit and the parties determine that a Home Boarding booking cannot be honoured, any deposit paid for the holiday booking will be returned to the Customer, as well as any fees paid for future practice visits that have not taken place. Charges for Assessment days or practice visits that have already taken place shall not be refunded.
		8. Customers agree that if the Services are not used for 12 months or more, a new Registration Form must be completed, and the dog may need to undertake a further trial and assessment prior to booking.
5. Fees and Payment
	* 1. Itchy and Scratchy will charge the Customer for the Services as quoted in the Service Invoice (the “Fees”) and the Customer agrees to pay Itchy and Scratchy the Fees, promptly when they fall due.
		2. Bookings for Services to be carried out on a public holiday shall be charged at the standard rate, and Services booked to be carried out on ‘special days’ are charged at the standard rate.
		3. The Customer agrees to reimburse Itchy and Scratchy for any additional fees connected to providing emergency care, as well as any expenses incurred, for example (but not limited to) unexpected visits, transportation, housing, food or supplies on proof of a valid receipt.
		4. If the Customer fails to make payment on a due date, then Itchy and Scratchy shall, without prejudice to any other rights or remedies of Itchy and Scratchy, have the right to charge the Customer interest on a weekly basis at the rate of 20% of the total amount per week.
		5. Should any payment due under this Agreement remain unpaid for 7 days days after it falls due, Itchy and Scratchy will be relieved of their contractual obligations under this Agreement to provide the Services until such time as payment is made.
6. Termination
	* 1. The relationship between Itchy and Scratchy and the Customer shall remain in place until either party give notice in writing. The relationship shall not be severed until all Services that have been paid or, or partially paid for, have been provided. Should the Customer wish to terminate the relationship without using the Services that have already been paid for, no refund shall be issued. Itchy and Scratchy reserve the right to terminate services with immediate effect in the event that a pet shows undeclared aggression toward people or other animals.
7. Standards and Insurance
	* 1. Itchy and Scratchy agree to provide a professional and reliable service to their customers. All animals under the care of Itchy and Scratchy will be given the full care and attention needed to make their experience both fun and safe.
		2. Customers, however, must accept that accidents or illness may occur in such a manner that can neither be foreseen nor prevented by Itchy and Scratchy.  The Customer shall indemnify Itchy and Scratchy, who shall be held harmless in the following circumstances:
			+ In the event that a customer’s pet causes harm to a person or another animal, or damages property.
			+ In the event that a customer’s pet is injured or involved in or causes an accident.
			+ In the event that a Customer's pet causes a third party to claim for damages by way of injury to a person or an animal, or damage to property.  In such cases, the Customer will indemnify Itchy and Scratchy against such claims, and will liaise directly with the claiming third party.
		3. Itchy and Scratchy is covered by third party liability insurance, but it is highly recommended that Customers have their own pet insurance to cover liability claims from a third party.
8. Veterinary Waiver
	* 1. If a pet is taken sick or injured during the period of the Service, Itchy and Scratchy shall notify the Customer as quickly as is reasonably practical using all reasonable methods of communication available to both parties, to request guidance. In the event that Itchy and Scratchy is not able to contact the Customer or the Customer’s Emergency Contact, Itchy and Scratchy shall take the pet to a Veterinary Practice on behalf of the Customer and make the best possible medical decisions for the pet with the recommendation and support of a Veterinary Professional. Any veterinary bills shall be directly chargeable to the Customer.
		2. Itchy and Scratchy shall use its best efforts to use the pet’s normal Veterinary Practice where ever possible. The Customer authorises Itchy and Scratchy to appoint an alternative Veterinary Practice to examine the pet and carry out such treatment or surgery as may be appropriate if the pet’s normal Veterinary Practice is not available, or the geographic location and severity of the injury predicates that the nearest Veterinary Practice must be used.
		3. By signing this Agreement, the Customer gives Itchy and Scratchy the authority to discuss a pet’s health and treatment with a Veterinary Professional in accordance with Global Data Protection Regulation (GDPR) (and subsequent revisions of the legislation). The Customer also gives Itchy and Scratchy permission to present and share this signed Agreement with a Veterinary Practice where it is necessary under GDPR to manage a pet’s care.
9. Aggressive or Unsocial Animals
	* 1. Should any pet become aggressive or dangerous, Itchy and Scratchy 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. The potential actions that Itchy and Scratchy shall take are listed for each Service in the Policies and Process section of this Agreement.
10. Force Majeure
	* 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.
		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.
11. Assignment
	* 1. Itchy and Scratchy 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 Itchy and Scratchy.
12. Data Protection and Privacy
	* 1. The photographs on the Itchy and Scratchy website are of Customer’s pets, pets owned by Itchy and Scratchy and are supplemented with photographs from itchy and Scratchy
		2. Personal information shared with Itchy and Scratchy for the purpose of using Services will not be sold or shared with third parties, in accordance with GDPR 2018 (or subsequent revision). Information is held on paper and electronically for periods required by The Animal Welfare (Licensing of Activities Involving Animals) (England) Regulations 2018 and HMRC.
		3. In accordance with GDPR, the Customer gives Itchy and Scratchy permission to share information from this signed Agreement with Veterinary Practices as is necessary to provide care, and gives the Veterinary Practice permission to discuss pet care with Itchy and Scratchy where the Customer is not able to be contacted.
		4. Customers are advised that Itchy and Scratchy may take and use photographs of pets for marketing purposes; however no specifics pertaining to the location of the pet or the owner will be divulged publicly.  If you do not wish Itchy and Scratchy to use photos of your pet for marketing purposes, please tell us via email at Itchyandscratchyhomeboarding@gmail.com.
13. Entire Agreement
	* 1. This Agreement, along with the Registration Form, Policy & Process document, website and each Service Invoice 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.
14. Notices
	* 1. Any notice required to be served under this Agreement shall be in writing and shall be served by hand, post or electronic mail.
		2. Notices shall be deemed served:
			+ upon delivery, when delivered by hand;
			+ upon accepting delivery by signed receipt post/courier, when delivered by using a ‘signed for upon delivery’ postal service or courier; or
			+ Immediately following transmission, if by electronic mail provided the sender does not receive a non-delivery message.
15. Governing Law and Jurisdiction
	* 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.
		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.

 Policies and Process

1. General Policies Pertaining to All Services
	1. Registration
		1. It is the Customer’s responsibility to provide clear and accurate information to Itchy and Scratchy on the Registration Form and any other documents that are provided to the Customer for completion. Changes or updates to the Registration Form must be put in writing to Itchy and Scratchy. Email updates are acceptable. Itchy and Scratchy shall be held harmless from claims where outdated written information is responsible for the incident, unless Itchy and Scratchy can be shown to be negligent.
		2. It shall be the sole responsibility of the Customer to inform Itchy and Scratchy of their dog’s ongoing illnesses and medical conditions or significant illnesses and conditions that they have suffered in the past. Itchy and Scratchy shall not be held liable for decisions that are made, or their subsequent outcomes based on an omission of information of their dog’s registration form. In the event of a dog having a contagious illness or disease which has not been disclosed, the Customer may be liable for the costs of treatment given to other dogs which become infected.
		3. By registering with Itchy and Scratchy and signing this Service Agreement, the Customer consents to their dog attending Day Care or Home Boarding alongside dogs from other families, and authorises Itchy and Scratchy to allow their dog to mix with resident dogs and other visiting dogs in the main communal areas of the property and the garden. The Customer also agrees to their dog being walked in a group during the course of the Services.
	2. Vaccinations and Parasite Control
		1. Dogs that attend Home Boarding, Day Care or participate in group walks must be vaccinated in accordance with veterinary recommendation, including the vaccination for Leptospirosis. Kennel Couch vaccination is preferred but is not mandatory. Customers must provide Itchy and Scratchy with evidence of the vaccination schedule by way of Vaccination Card or a letter / email from their Veterinary Practice. Itchy and Scratchy reserve the right to refuse to accept a dog on arrival in the event that a dog fails to receive the annual vaccinations and does not have a letter from a Veterinary Professional specifying their exemption from core vaccination on medical grounds.
		2. Dogs that attend Home Boarding, Day Care or participate in group walks must be treated for worms and fleas. If fleas are found to be present, Itchy and Scratchy shall contact the Customer immediately to arrange steps for remediation. Dogs in Day Care must be collected by the Customer or the Customer’s Emergency Contact within the time frame outlined by Itchy and Scratchy, and may not use Services until the infestation has been removed. Dogs in Home Boarding must be treated immediately and in accordance with veterinary guidance. In the event that the Customer is not available or will not agree to next steps, the Emergency Contact on the Customer registration form shall be contacted and asked to remove the dog from the premises. Customers accept that they will be responsible for the expense of removing fleas from the premises and the dog walking vehicle.
	3. Infectious Diseases and Illness on Arrival
		1. The Customer or the Customer’s Emergency Contact must make arrangements for the collection of a dog if the dog is determined to have an infectious disease within 12 hours of veterinary confirmation. The Customer agrees to place the dog into the care of a Veterinary Professional immediately should they have isolation facilities available.
		2. Dogs that arrive for Home Boarding or Day Care with evidence of a viral or bacterial illness must provide a written confirmation from a Veterinary Practice that the illness is no longer (or not) contagious. Evidence of a viral or bacterial illness may include (but shall not be restricted to) a runny nose, sneezing, coughing and an upset stomach.
	4. Additional Charges
		1. Services offered on a public holiday shall be charged at normal rate.
		2. Day Care and Home Boarding for dogs with special needs may be charged at an additional rate per day, as advised at the time of booking. This charge is discretionary and is based on the additional needs of the dog for the period of care.
		3. Weekend services may be charged at a different rate to weekday services, and will be documented in the written invoice.
		4. The Customer agrees to pay for any damage to property or possessions arising from the behaviour of their pet whilst on Itchy and Scratchy premises on presentation of a valid receipt for replacement goods, or a quote for damage repair.
		5. The Customer agrees to pay for any additional fees for providing emergency care, as well as any expenses incurred for unexpected additional visits, transportation, boarding, food or equipment on presentation of a valid receipt.
	5. Key Holding and Key Services
		1. Itchy and Scratchy will safeguard keys in a manner consistent with that of the professional dog walking and pet sitting service industry. Keys will be tagged via a coded system and stored in a manner which offers reasonable protection against the theft or loss of keys.
		2. Requests for keys to be returned or left at the property in the Customer’s absence must be put in writing. Itchy and Scratchy shall not be responsible for the safety of any keys posted through the letter-box or left at a 'safe location' if this is requested by the Customer.
	6. Pricing and Payment for Services
		1. Service rates are reviewed annually, and shall come into effect on 1st January for bookings planned within the affected year.  As an example, this means that a booking made in October 2020 for May 2021 shall be invoiced at the 2020 prices.  Invoices shall be honoured at the price issued regardless of subsequent changes to Service prices. Customers shall be given a minimum of 3 months notice of planned price changes.
		2. Payment for services is required in advance of the Service start date, and on presentation of a Service Invoice. Charges are broken down into dates and days of stay, non-refundable deposit, and a total balance. The deposit payment is due on or before the date stated in the Service Invoice. The balance is due on or before the first day of Service, as stated in the Service Invoice.
		3. Customers agree that booking dates will not be reserved, and services will not be carried out if payments have not been received on the dates determined in the Service Invoice.  In the event that Itchy and Scratchy determine that the Service must be fulfilled in order to maintain the welfare of the pet, and payment has not yet been received; a supplementary fee for late payment may be added to the overall charge at a cost of £25.00 per week until the invoice is settled in full.
		4. Approved payment methods are listed on the Service Invoice.
	7. Abandoned Dogs
		1. The Customer agrees that if their dog is not collected from Home Boarding or Day Care on the due day, additional fees will apply and shall be paid on collection.  If Itchy and Scratchy are unable to contact the Customer or the Customer's Emergency Contact for 7 (seven) days, it is assumed that the dog has been abandoned and arrangements for re-homing will be made.
		2. In the event that the Customer’s Emergency Contact is contactable but is unable or unwilling to collect the dog and pay the additional fees, Itchy and Scratchy will make arrangements for the re-homing of the dog.
	8. Death or Loss of a Beloved Pet
		1. Itchy and Scratchy agree to provide a professional and reliable service to their customers. All animals under the care of Itchy and Scratchy will be given the full care and attention needed to make their experience both fun and safe. Customers however, must accept that occasionally accidents or illness may occur in such a manner that can neither be foreseen nor prevented by Itchy and Scratchy.  The Customer shall indemnify Itchy and Scratchy, who shall be held harmless in the event of the loss or death of a pet unless Itchy and Scratchy can be shown to be negligent.
		2. Itchy and Scratchy shall use all reasonably practicable measures to prevent the loss of death of a pet in their care. Claims against Itchy and Scratchy, where negligence is proven, shall be settled within the boundaries of the company’s business insurance policy.
		3. In the event of the temporary or permanent loss of a pet, Itchy and Scratchy shall contact the customer immediately to apprise of the situation and agree next steps. In the event that a Customer is not contactable, the Customers nominated Emergency Contact shall be used.
	9. Customer Complaints
		1. Customer complaints must be received in writing within 7 calendar days of the end of the service which has triggered the complaint. Itchy and Scratchy shall respond to the Customer within 7 calendar days of receipt of the complaint. Itchy and Scratchy shall use all reasonably practical measures in order to resolve the issue, and discussions about the complaint are made in good faith.
2. Dog Day Care
	1. Hours and Additional Charges
		1. Day Care runs from 6am to 6pm, Monday to Friday. Customers collecting their dog after the close of business are required to pay an additional £11 charge for late collection. Customers may drop their dog between 6am and 10.30am may collect from anytime up till 6pm. Note that Itchy and Scratchy provide other services throughout the day Walking and boarding meaning that drop of and collection times must be agreed by prior arrangement. Weekend Day Care may be available at an agreed price.
	2. Unneutered Dogs
		1. The Customer understands and agrees that bitches in season are not suitable for Day Care or boarding, and that Itchy and Scratchy shall not be held responsible for the unsolicited behaviour of un-neutered or un-spayed dogs, or for the dogs around them.  Issues regarding unwanted pregnancy are the responsibility of the Customer and the affected third party.  In the event that an un-neutered bitch comes into season whilst in the care of Itchy and Scratchy, the Customer or the Customer's Emergency Contact shall be asked to collect the dog within 12 hours of notification.  No refund shall be issued for remaining booked days of the season period.
		2. Unneutered males and unneutered females (whether in season or not) will not be accepted within the same period for Day Care, and in the event of a conflict the chosen party shall be determined by the pre-assessed behaviour of both visiting dogs around the visiting dogs already booked. The dog presenting the lowest risk to the already visiting dogs shall be chosen.
	3. Unsuitable Behaviour and Aggression
		1. Dogs that require permanent isolation from other dogs within the premises are not acceptable for Day Care at Itchy and Scratchy. Dogs that require temporary isolation from other dogs (for instance, recovering from a medical procedure) are accepted and shall be separated for their booked period. Where it is not possible to keep a dog completely separate, Itchy and Scratchy reserve the right to cancel any bookings during the temporary period that isolation is required.
		2. Dogs that display unacceptable behaviours are not suited to Day Care. Unacceptable behaviour may be described as (but is not restricted to) a dog who barks continually; displays signs of extreme stress if left unattended (even if the Licence Holder is elsewhere within the premises); bites someone; is aggressive towards, or bites another dog, or persistently marks in the house.
		3. Should the dog exhibit any of the above behaviours, the Customer will be contacted to make arrangements for the dog to be removed from the Itchy and Scratchy service. If the Customer cannot be contacted, the Emergency Contact listed will be asked to make the arrangements to collect the dog.
		4. The Customer agrees to inform Itchy and Scratchy immediately should they see any signs of aggression in their pet. In the event that a dog does not behave as described on the signed Registration Form, the Customer must make arrangements (with help from Itchy and Scratchy to move the dog to another location for the remainder of the Day Care period.
3. Dog Home Boarding
	1. Hours and Additional Charges
		1. Home Boarding runs from 8am, and is charged per night. Customers may drop their dog at any time between 8am and 6pm. Collections may be arranged between 8am and 6pm, Note that Itchy and Scratchy provide other services throughout the day Daycare and walking meaning that drop of and collection times must be agreed by prior arrangement.
	2. Provisions
		1. Dogs must be provided with sufficient food, treats and bedding to ensure their comfort and welfare during their stay. In the event that a dog has not been provided with sufficient food to maintain health for the period of the stay, Itchy and Scratchy will purchase additional food (as described in the Registration Form), and Customers will reimburse Itchy and Scratchy on collection of the dog.
		2. Where Customers have forgotten to pack an item of equipment, Itchy and Scratchy will endeavour to loan the dog a piece of equipment from stock. If an item of equipment is not available, Itchy and Scratchy will contact the Customer to allow them to decide if the item should be purchased. Where items have been purchased with the Customer’s consent, Customers will reimburse Itchy and Scratchy for any charges on collection of the dog.
	3. Dogs Left Alone and Overnight
		1. Customers accept and agree that in rare and emergency circumstances, their dog may be left securely on Itchy and Scratchy premises during the day, not being left alone for a period of more than 3 hours. Dogs from different families shall be separated in the event that they are left alone. A trusted relative or pet sitter will arrive to oversee the dogs as quickly as is reasonably practical based on the emergency circumstances.
	4. Unneutered Dogs
		1. The Customer understands and agrees that bitches in season are not suitable for Home Boarding, and that Itchy and Scratchy shall not be held responsible for the unsolicited behaviour of un-neutered or un-spayed dogs, or for the dogs around them.  Issues regarding unwanted pregnancy are the responsibility of the Customer and the affected third party.  In the event that an un-neutered bitch comes into season whilst in the care of Itchy and Scratchy, the Customer or the Customer's Emergency Contact shall be asked to collect the dog within 5 (five) hours of notification.  It is the responsibility of the Customer to ensure that a bitch in season is not booked in for Home Boarding, and therefore no refund shall be issued for remaining days of the Boarding period. In the event that the dog is not collected within the time frame specified, the relocation process described in the section ‘Unsuitable Behaviour and Aggression’ shall be followed.
	5. Unsuitable Behaviour and Aggression
		1. Dogs that require permanent isolation from other dogs within the premises are not acceptable for Boarding at Itchy and Scratchy Dogs that require temporary isolation from other dogs (for instance, recovering from a medical procedure) are accepted where it is possible and practical, and shall be separated for their booked period. Where it is not possible to keep a dog completely separate, Itchy and Scratchy reserve the right to cancel any bookings during the temporary period that isolation is required.
		2. Dogs that display unacceptable behaviours are not suited to Home Boarding. Unacceptable behaviour may be described as (but is not restricted to) a dog who barks continually; displays signs of extreme stress if left unattended (even if the Licence Holder is elsewhere within the premises); bites someone; is aggressive towards, or bites another dog, or persistently marks in the house.
		3. Should a dog exhibit any of the above behaviours, the Customer will be contacted to make arrangements for the dog to be removed from Itchy and Scratchy service within a time frame set by Itchy and Scratchy.  If the Customer cannot be contacted, the Emergency Contact listed will be asked to make the arrangements to collect the dog. There will be no refund of boarding fees or daycare fees.
		4. Should the Emergency Contact refuse to collect the Customer’s dog, Ittchy and Scratchy will endeavour to put the dog(s) into kennels for the remainder of the period.  If transportation costs are incurred for moving the dog to kennels, these will be paid by the Customer on their return.  There will be no refund of boarding fees paid to Itchy and Scratchy, and charges incurred at the kennels will be payable by the Customer on collection of the dog.  Dogs boarding together from the same family will not be separated without the Customer's consent, and where the Customer is not contactable, all dogs will be moved to the alternative facility.
		5. In the event that the Customer and Itchy and Scratchy can reach no mutual agreement for the care of the aggressive dog for the remainder of the period, Itchy and Scratchy will contact the local Licensing Authority or Dog Warden and will follow the advice or direction given by the Licensing Authority or the Dog Warden. The Customer agrees to defer to the Licensing Authority or Dog Warden’s direction in such circumstances.
		6. The Customer agrees to inform Itchy and Scratchy immediately should they see any signs of aggression in their pet. In the event that a Customer's dog does not behave as described on the signed Registration Form, the Customer must make arrangements (with help from Itchy and Scratchy) to move the dog to another location for the remainder of the boarding period.
4. Dog Walking Service
	1. Lead Rules and Group Walking
		1. The Customer agrees that dogs will routinely be walked on a lead, and only walked off-lead if written and signed consent is given by the Customer.
		2. The Customer agrees, understands and accepts that dogs may be walked in groups, but will always be accompanied by sufficient Dog Walkers as to remain in control of all dogs present.  Itchy and Scratchy commit that dogs identified as nervous or 'not dog friendly' will not be walked in groups.
	2. Weather
		1. Dog Walkers will apply personal judgment and cut short a walk if necessary because of extreme weather conditions (ie, heat, thunderstorms) for the safety of both the dogs and the walker.  Where practicable and possible, home visits shall be offered until standard services can be resumed.
	3. Aggression
		1. The Customer agrees to inform Itchy and Scratchy immediately should they see any signs of aggression in their pet.  The Customer agrees to take action pertaining to the potential aggression in their pet by, at the very minimum, purchasing a muzzle or other similar item to restrict their pet's biting action.  The Customer agrees that should Itchy and Scratchy see signs of aggression in a pet whilst in their care, the dog’s current walk shall be terminated immediately, and the dog returned home. A plan to address the aggression must be discussed and agreed by both parties prior to service being resumed.
		2. Itchy and Scratchy reserve the right to terminate Walking services with immediate effect in the event that a dog shows aggression toward the public whilst in their care.
	4. Unneutered Dogs
		1. The Customer understands and agrees that bitches in season will not be walked, and that Itchy and Scratchy shall not be held responsible for the unsolicited behaviour of un-neutered or un-spayed dogs, or for the dogs around them.  Issues regarding unwanted pregnancy are the responsibility of the Customer and the affected third party.  Where possible and space is available, bitches in season will be offered a home visit until the season is finished.

Itchy and Scratchy Pricing (from 01/01/22)

Home Boarding Charges (per day as defined in this Agreement)

|  |  |
| --- | --- |
| Adult | £25 per night |
| 2 Adults | £35 per night |
| 3+ Adults | £50 per night |
| Late Collection After 1pm | A day care charge will be incurred of £14 |
| Late Collection (after 8pm) | An extra night payment of £25 per dog |

1. Day Care Charges (per day as defined in this Agreement)

|  |  |
| --- | --- |
| Adult | £14 |
| Late Collection (after 6pm) | Add £11 per day to the adult rate |
| Late Collection (after 8pm) | Charged as boarding rate £25 |

1. Dog Walking Charges (per hour – weekdays only)

|  |  |
| --- | --- |
| Group Walks | £12 |
| Group Walks (2 dogs) | £19 |
| Solo Walks | £12 |
| Weekends | Add £5 per dog |

In signing this Agreement, both parties 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.

**For and on behalf of the Customer:**

Signed ................................................................................

Date ...........................................

**For and on behalf of Itchy and Scratchy home boarding services:**

Signed ................................................................................

Print

BETWEEN:

**Itchy and Scratchy Dog Home boarding under ltd company Roaming Roots**

**Itchy and Scratchy 15 Wiltshire Close, Bury, BL9 9EY**

and

**Print Name............................................................................**

**Print Address ..........................................................................................................................................**

The Customer wishes to engage Itchy and Scratchy to fulfil services, and Itchy and Scratchy agrees to undertake services (hereafter referred to as the “Services”) as set out in the Service Invoice and in accordance with the policy and practices document (“Policies and Process”) and subject to the terms and conditions of this Agreement.

1. Commencement Date and Duration
	* 1. This Agreement shall commence from the date of signing and shall remain in effect until either party terminates the arrangement as per the Termination clause in the Policies and Process section of the Agreement.
		2. A cooling off period shall be in effect should this Service Agreement be signed in the Customer’s home. The cooling off period is not applicable if the Service Agreement is signed on Itchy and Scratchy premises. The cooling off period is 14 (fourteen) days. The Customer is entitled to cancel this Service Agreement and incur no penalty on the condition that no Services have been booked for specific dates, and / or no deposits have been paid. In the event that Services have been booked for specific dates, any deposits have been paid or the Customer has asked for the Services commence within the 14 (fourteen) day cooling off period, the Customer is deemed to have waived their right to a cooling off period.
2. The Offering of Services
	* 1. Itchy and Scratchy shall perform the Services in an attentive, reliable and caring manner, using all reasonable skill and care, having due regard to the Policies & Processes and any relevant information as noted on the Service Invoice.
		2. Itchy and Scratchy 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. Itchy and Scratchy shall act in accordance with all reasonable instructions given by the Customer provided such instructions are compatible with the specification of Services provided in the Policies and Process section of the Agreement. For the avoidance of doubt, where the Customer’s wishes conflict with relevant current UK legislation, the legislation prevails.
3. Customer’s Obligations
	* 1. The Customer shall read and agree to follow the pertinent information in the Policies and Process section of the Agreement, as is applicable for the required Services.
		2. The Customer shall use all reasonable endeavours to provide information to Itchy and Scratchy necessary for Itchy and Scratchy to provide Services.
		3. The Customer authorises Itchy and Scratchy to carry out the Services.
		4. The Customer agrees that the information provided to Itchy and Scratchy is true to the best of their information, knowledge and belief.
		5. The Customer may issue reasonable instructions to Itchy and Scratchy in relation to Itchy and Scratchy’ provision of Services. Any such instructions should be compatible with the specification of Services provided in the Policies and Procedures.
4. Booking and Cancellations
	* 1. Bookings discussions shall not be considered as ‘confirmed’ until Itchy and Scratchy provides the Customer with a Service Invoice and the Customer pays the deposit as outlined on the document.
		2. Itchy and Scratchy requires a £50 per dog non-refundable deposit to hold an available space when Services are booked.
		3. On a case-by-case basis, Itchy and Scratchy may not request deposits for booked services. The cancellation policy remains in force for such exceptions...
		4. For regular Customers who wish to pay cash on arrival (and it is agreed that no deposit is paid), 25% cancellation fee of total amount payable 8 weeks prior to their stay. 6 weeks prior to their stay a 50% cancellation fee is payable of their full stay. Cancellation within 6 weeks of their stay full payment is required of their booking, charges for cancellation still applies, and an invoice shall be issued for the required cancellation fee.
		5. 25% of the full booking amount is charged within 8 weeks prior to their booking for the cancellation of Home Boarding services within 7 days or the full price is charged. 50% of the full booking amount is charged 6 weeks prior to their booking for the cancellation of home boarding services within 7 days or the full price is charged. Full payment is required for the prior booking if cancelled within 6 weeks payment required within 7 days.
		6. 24hrs notice is required for all services other than Home Boarding, or the full price is charged.
		7. Please note that should a dog fail to meet the behaviour requirements during an assessment visit and the parties determine that a Home Boarding booking cannot be honoured, any deposit paid for the holiday booking will be returned to the Customer, as well as any fees paid for future practice visits that have not taken place. Charges for Assessment days or practice visits that have already taken place shall not be refunded.
		8. Customers agree that if the Services are not used for 12 months or more, a new Registration Form must be completed, and the dog may need to undertake a further trial and assessment prior to booking.
5. Fees and Payment
	* 1. Itchy and Scratchy will charge the Customer for the Services as quoted in the Service Invoice (the “Fees”) and the Customer agrees to pay Itchy and Scratchy the Fees, promptly when they fall due.
		2. Bookings for Services to be carried out on a public holiday shall be charged at the standard rate, and Services booked to be carried out on ‘special days’ are charged at the standard rate.
		3. The Customer agrees to reimburse Itchy and Scratchy for any additional fees connected to providing emergency care, as well as any expenses incurred, for example (but not limited to) unexpected visits, transportation, housing, food or supplies on proof of a valid receipt.
		4. If the Customer fails to make payment on a due date, then Itchy and Scratchy shall, without prejudice to any other rights or remedies of Itchy and Scratchy, have the right to charge the Customer interest on a weekly basis at the rate of 20% of the total amount per week.
		5. Should any payment due under this Agreement remain unpaid for 7 days days after it falls due, Itchy and Scratchy will be relieved of their contractual obligations under this Agreement to provide the Services until such time as payment is made.
6. Termination
	* 1. The relationship between Itchy and Scratchy and the Customer shall remain in place until either party give notice in writing. The relationship shall not be severed until all Services that have been paid or, or partially paid for, have been provided. Should the Customer wish to terminate the relationship without using the Services that have already been paid for, no refund shall be issued. Itchy and Scratchy reserve the right to terminate services with immediate effect in the event that a pet shows undeclared aggression toward people or other animals.
7. Standards and Insurance
	* 1. Itchy and Scratchy agree to provide a professional and reliable service to their customers. All animals under the care of Itchy and Scratchy will be given the full care and attention needed to make their experience both fun and safe.
		2. Customers, however, must accept that accidents or illness may occur in such a manner that can neither be foreseen nor prevented by Itchy and Scratchy.  The Customer shall indemnify Itchy and Scratchy, who shall be held harmless in the following circumstances:
			+ In the event that a customer’s pet causes harm to a person or another animal, or damages property.
			+ In the event that a customer’s pet is injured or involved in or causes an accident.
			+ In the event that a Customer's pet causes a third party to claim for damages by way of injury to a person or an animal, or damage to property.  In such cases, the Customer will indemnify Itchy and Scratchy against such claims, and will liaise directly with the claiming third party.
		3. Itchy and Scratchy is covered by third party liability insurance, but it is highly recommended that Customers have their own pet insurance to cover liability claims from a third party.
8. Veterinary Waiver
	* 1. If a pet is taken sick or injured during the period of the Service, Itchy and Scratchy shall notify the Customer as quickly as is reasonably practical using all reasonable methods of communication available to both parties, to request guidance. In the event that Itchy and Scratchy is not able to contact the Customer or the Customer’s Emergency Contact, Itchy and Scratchy shall take the pet to a Veterinary Practice on behalf of the Customer and make the best possible medical decisions for the pet with the recommendation and support of a Veterinary Professional. Any veterinary bills shall be directly chargeable to the Customer.
		2. Itchy and Scratchy shall use its best efforts to use the pet’s normal Veterinary Practice where ever possible. The Customer authorises Itchy and Scratchy to appoint an alternative Veterinary Practice to examine the pet and carry out such treatment or surgery as may be appropriate if the pet’s normal Veterinary Practice is not available, or the geographic location and severity of the injury predicates that the nearest Veterinary Practice must be used.
		3. By signing this Agreement, the Customer gives Itchy and Scratchy the authority to discuss a pet’s health and treatment with a Veterinary Professional in accordance with Global Data Protection Regulation (GDPR) (and subsequent revisions of the legislation). The Customer also gives Itchy and Scratchy permission to present and share this signed Agreement with a Veterinary Practice where it is necessary under GDPR to manage a pet’s care.
9. Aggressive or Unsocial Animals
	* 1. Should any pet become aggressive or dangerous, Itchy and Scratchy 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. The potential actions that Itchy and Scratchy shall take are listed for each Service in the Policies and Process section of this Agreement.
10. Force Majeure
	* 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.
		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.
11. Assignment
	* 1. Itchy and Scratchy 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 Itchy and Scratchy.
12. Data Protection and Privacy
	* 1. The photographs on the Itchy and Scratchy website are of Customer’s pets, pets owned by Itchy and Scratchy and are supplemented with photographs from itchy and Scratchy
		2. Personal information shared with Itchy and Scratchy for the purpose of using Services will not be sold or shared with third parties, in accordance with GDPR 2018 (or subsequent revision). Information is held on paper and electronically for periods required by The Animal Welfare (Licensing of Activities Involving Animals) (England) Regulations 2018 and HMRC.
		3. In accordance with GDPR, the Customer gives Itchy and Scratchy permission to share information from this signed Agreement with Veterinary Practices as is necessary to provide care, and gives the Veterinary Practice permission to discuss pet care with Itchy and Scratchy where the Customer is not able to be contacted.
		4. Customers are advised that Itchy and Scratchy may take and use photographs of pets for marketing purposes; however no specifics pertaining to the location of the pet or the owner will be divulged publicly.  If you do not wish Itchy and Scratchy to use photos of your pet for marketing purposes, please tell us via email at Itchyandscratchyhomeboarding@gmail.com.
13. Entire Agreement
	* 1. This Agreement, along with the Registration Form, Policy & Process document, website and each Service Invoice 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.
14. Notices
	* 1. Any notice required to be served under this Agreement shall be in writing and shall be served by hand, post or electronic mail.
		2. Notices shall be deemed served:
			+ upon delivery, when delivered by hand;
			+ upon accepting delivery by signed receipt post/courier, when delivered by using a ‘signed for upon delivery’ postal service or courier; or
			+ Immediately following transmission, if by electronic mail provided the sender does not receive a non-delivery message.
15. Governing Law and Jurisdiction
	* 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.
		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.

 Policies and Process

1. General Policies Pertaining to All Services
	1. Registration
		1. It is the Customer’s responsibility to provide clear and accurate information to Itchy and Scratchy on the Registration Form and any other documents that are provided to the Customer for completion. Changes or updates to the Registration Form must be put in writing to Itchy and Scratchy. Email updates are acceptable. Itchy and Scratchy shall be held harmless from claims where outdated written information is responsible for the incident, unless Itchy and Scratchy can be shown to be negligent.
		2. It shall be the sole responsibility of the Customer to inform Itchy and Scratchy of their dog’s ongoing illnesses and medical conditions or significant illnesses and conditions that they have suffered in the past. Itchy and Scratchy shall not be held liable for decisions that are made, or their subsequent outcomes based on an omission of information of their dog’s registration form. In the event of a dog having a contagious illness or disease which has not been disclosed, the Customer may be liable for the costs of treatment given to other dogs which become infected.
		3. By registering with Itchy and Scratchy and signing this Service Agreement, the Customer consents to their dog attending Day Care or Home Boarding alongside dogs from other families, and authorises Itchy and Scratchy to allow their dog to mix with resident dogs and other visiting dogs in the main communal areas of the property and the garden. The Customer also agrees to their dog being walked in a group during the course of the Services.
	2. Vaccinations and Parasite Control
		1. Dogs that attend Home Boarding, Day Care or participate in group walks must be vaccinated in accordance with veterinary recommendation, including the vaccination for Leptospirosis. Kennel Couch vaccination is preferred but is not mandatory. Customers must provide Itchy and Scratchy with evidence of the vaccination schedule by way of Vaccination Card or a letter / email from their Veterinary Practice. Itchy and Scratchy reserve the right to refuse to accept a dog on arrival in the event that a dog fails to receive the annual vaccinations and does not have a letter from a Veterinary Professional specifying their exemption from core vaccination on medical grounds.
		2. Dogs that attend Home Boarding, Day Care or participate in group walks must be treated for worms and fleas. If fleas are found to be present, Itchy and Scratchy shall contact the Customer immediately to arrange steps for remediation. Dogs in Day Care must be collected by the Customer or the Customer’s Emergency Contact within the time frame outlined by Itchy and Scratchy, and may not use Services until the infestation has been removed. Dogs in Home Boarding must be treated immediately and in accordance with veterinary guidance. In the event that the Customer is not available or will not agree to next steps, the Emergency Contact on the Customer registration form shall be contacted and asked to remove the dog from the premises. Customers accept that they will be responsible for the expense of removing fleas from the premises and the dog walking vehicle.
	3. Infectious Diseases and Illness on Arrival
		1. The Customer or the Customer’s Emergency Contact must make arrangements for the collection of a dog if the dog is determined to have an infectious disease within 12 hours of veterinary confirmation. The Customer agrees to place the dog into the care of a Veterinary Professional immediately should they have isolation facilities available.
		2. Dogs that arrive for Home Boarding or Day Care with evidence of a viral or bacterial illness must provide a written confirmation from a Veterinary Practice that the illness is no longer (or not) contagious. Evidence of a viral or bacterial illness may include (but shall not be restricted to) a runny nose, sneezing, coughing and an upset stomach.
	4. Additional Charges
		1. Services offered on a public holiday shall be charged at normal rate.
		2. Day Care and Home Boarding for dogs with special needs may be charged at an additional rate per day, as advised at the time of booking. This charge is discretionary and is based on the additional needs of the dog for the period of care.
		3. Weekend services may be charged at a different rate to weekday services, and will be documented in the written invoice.
		4. The Customer agrees to pay for any damage to property or possessions arising from the behaviour of their pet whilst on Itchy and Scratchy premises on presentation of a valid receipt for replacement goods, or a quote for damage repair.
		5. The Customer agrees to pay for any additional fees for providing emergency care, as well as any expenses incurred for unexpected additional visits, transportation, boarding, food or equipment on presentation of a valid receipt.
	5. Key Holding and Key Services
		1. Itchy and Scratchy will safeguard keys in a manner consistent with that of the professional dog walking and pet sitting service industry. Keys will be tagged via a coded system and stored in a manner which offers reasonable protection against the theft or loss of keys.
		2. Requests for keys to be returned or left at the property in the Customer’s absence must be put in writing. Itchy and Scratchy shall not be responsible for the safety of any keys posted through the letter-box or left at a 'safe location' if this is requested by the Customer.
	6. Pricing and Payment for Services
		1. Service rates are reviewed annually, and shall come into effect on 1st January for bookings planned within the affected year.  As an example, this means that a booking made in October 2020 for May 2021 shall be invoiced at the 2020 prices.  Invoices shall be honoured at the price issued regardless of subsequent changes to Service prices. Customers shall be given a minimum of 3 months notice of planned price changes.
		2. Payment for services is required in advance of the Service start date, and on presentation of a Service Invoice. Charges are broken down into dates and days of stay, non-refundable deposit, and a total balance. The deposit payment is due on or before the date stated in the Service Invoice. The balance is due on or before the first day of Service, as stated in the Service Invoice.
		3. Customers agree that booking dates will not be reserved, and services will not be carried out if payments have not been received on the dates determined in the Service Invoice.  In the event that Itchy and Scratchy determine that the Service must be fulfilled in order to maintain the welfare of the pet, and payment has not yet been received; a supplementary fee for late payment may be added to the overall charge at a cost of £25.00 per week until the invoice is settled in full.
		4. Approved payment methods are listed on the Service Invoice.
	7. Abandoned Dogs
		1. The Customer agrees that if their dog is not collected from Home Boarding or Day Care on the due day, additional fees will apply and shall be paid on collection.  If Itchy and Scratchy are unable to contact the Customer or the Customer's Emergency Contact for 7 (seven) days, it is assumed that the dog has been abandoned and arrangements for re-homing will be made.
		2. In the event that the Customer’s Emergency Contact is contactable but is unable or unwilling to collect the dog and pay the additional fees, Itchy and Scratchy will make arrangements for the re-homing of the dog.
	8. Death or Loss of a Beloved Pet
		1. Itchy and Scratchy agree to provide a professional and reliable service to their customers. All animals under the care of Itchy and Scratchy will be given the full care and attention needed to make their experience both fun and safe. Customers however, must accept that occasionally accidents or illness may occur in such a manner that can neither be foreseen nor prevented by Itchy and Scratchy.  The Customer shall indemnify Itchy and Scratchy, who shall be held harmless in the event of the loss or death of a pet unless Itchy and Scratchy can be shown to be negligent.
		2. Itchy and Scratchy shall use all reasonably practicable measures to prevent the loss of death of a pet in their care. Claims against Itchy and Scratchy, where negligence is proven, shall be settled within the boundaries of the company’s business insurance policy.
		3. In the event of the temporary or permanent loss of a pet, Itchy and Scratchy shall contact the customer immediately to apprise of the situation and agree next steps. In the event that a Customer is not contactable, the Customers nominated Emergency Contact shall be used.
	9. Customer Complaints
		1. Customer complaints must be received in writing within 7 calendar days of the end of the service which has triggered the complaint. Itchy and Scratchy shall respond to the Customer within 7 calendar days of receipt of the complaint. Itchy and Scratchy shall use all reasonably practical measures in order to resolve the issue, and discussions about the complaint are made in good faith.
2. Dog Day Care
	1. Hours and Additional Charges
		1. Day Care runs from 6am to 6pm, Monday to Friday. Customers collecting their dog after the close of business are required to pay an additional £11 charge for late collection. Customers may drop their dog between 6am and 10.30am may collect from anytime up till 6pm. Note that Itchy and Scratchy provide other services throughout the day Walking and boarding meaning that drop of and collection times must be agreed by prior arrangement. Weekend Day Care may be available at an agreed price.
	2. Unneutered Dogs
		1. The Customer understands and agrees that bitches in season are not suitable for Day Care or boarding, and that Itchy and Scratchy shall not be held responsible for the unsolicited behaviour of un-neutered or un-spayed dogs, or for the dogs around them.  Issues regarding unwanted pregnancy are the responsibility of the Customer and the affected third party.  In the event that an un-neutered bitch comes into season whilst in the care of Itchy and Scratchy, the Customer or the Customer's Emergency Contact shall be asked to collect the dog within 12 hours of notification.  No refund shall be issued for remaining booked days of the season period.
		2. Unneutered males and unneutered females (whether in season or not) will not be accepted within the same period for Day Care, and in the event of a conflict the chosen party shall be determined by the pre-assessed behaviour of both visiting dogs around the visiting dogs already booked. The dog presenting the lowest risk to the already visiting dogs shall be chosen.
	3. Unsuitable Behaviour and Aggression
		1. Dogs that require permanent isolation from other dogs within the premises are not acceptable for Day Care at Itchy and Scratchy. Dogs that require temporary isolation from other dogs (for instance, recovering from a medical procedure) are accepted and shall be separated for their booked period. Where it is not possible to keep a dog completely separate, Itchy and Scratchy reserve the right to cancel any bookings during the temporary period that isolation is required.
		2. Dogs that display unacceptable behaviours are not suited to Day Care. Unacceptable behaviour may be described as (but is not restricted to) a dog who barks continually; displays signs of extreme stress if left unattended (even if the Licence Holder is elsewhere within the premises); bites someone; is aggressive towards, or bites another dog, or persistently marks in the house.
		3. Should the dog exhibit any of the above behaviours, the Customer will be contacted to make arrangements for the dog to be removed from the Itchy and Scratchy service. If the Customer cannot be contacted, the Emergency Contact listed will be asked to make the arrangements to collect the dog.
		4. The Customer agrees to inform Itchy and Scratchy immediately should they see any signs of aggression in their pet. In the event that a dog does not behave as described on the signed Registration Form, the Customer must make arrangements (with help from Itchy and Scratchy to move the dog to another location for the remainder of the Day Care period.
3. Dog Home Boarding
	1. Hours and Additional Charges
		1. Home Boarding runs from 8am, and is charged per night. Customers may drop their dog at any time between 8am and 6pm. Collections may be arranged between 8am and 6pm, Note that Itchy and Scratchy provide other services throughout the day Daycare and walking meaning that drop of and collection times must be agreed by prior arrangement.
	2. Provisions
		1. Dogs must be provided with sufficient food, treats and bedding to ensure their comfort and welfare during their stay. In the event that a dog has not been provided with sufficient food to maintain health for the period of the stay, Itchy and Scratchy will purchase additional food (as described in the Registration Form), and Customers will reimburse Itchy and Scratchy on collection of the dog.
		2. Where Customers have forgotten to pack an item of equipment, Itchy and Scratchy will endeavour to loan the dog a piece of equipment from stock. If an item of equipment is not available, Itchy and Scratchy will contact the Customer to allow them to decide if the item should be purchased. Where items have been purchased with the Customer’s consent, Customers will reimburse Itchy and Scratchy for any charges on collection of the dog.
	3. Dogs Left Alone and Overnight
		1. Customers accept and agree that in rare and emergency circumstances, their dog may be left securely on Itchy and Scratchy premises during the day, not being left alone for a period of more than 3 hours. Dogs from different families shall be separated in the event that they are left alone. A trusted relative or pet sitter will arrive to oversee the dogs as quickly as is reasonably practical based on the emergency circumstances.
	4. Unneutered Dogs
		1. The Customer understands and agrees that bitches in season are not suitable for Home Boarding, and that Itchy and Scratchy shall not be held responsible for the unsolicited behaviour of un-neutered or un-spayed dogs, or for the dogs around them.  Issues regarding unwanted pregnancy are the responsibility of the Customer and the affected third party.  In the event that an un-neutered bitch comes into season whilst in the care of Itchy and Scratchy, the Customer or the Customer's Emergency Contact shall be asked to collect the dog within 5 (five) hours of notification.  It is the responsibility of the Customer to ensure that a bitch in season is not booked in for Home Boarding, and therefore no refund shall be issued for remaining days of the Boarding period. In the event that the dog is not collected within the time frame specified, the relocation process described in the section ‘Unsuitable Behaviour and Aggression’ shall be followed.
	5. Unsuitable Behaviour and Aggression
		1. Dogs that require permanent isolation from other dogs within the premises are not acceptable for Boarding at Itchy and Scratchy Dogs that require temporary isolation from other dogs (for instance, recovering from a medical procedure) are accepted where it is possible and practical, and shall be separated for their booked period. Where it is not possible to keep a dog completely separate, Itchy and Scratchy reserve the right to cancel any bookings during the temporary period that isolation is required.
		2. Dogs that display unacceptable behaviours are not suited to Home Boarding. Unacceptable behaviour may be described as (but is not restricted to) a dog who barks continually; displays signs of extreme stress if left unattended (even if the Licence Holder is elsewhere within the premises); bites someone; is aggressive towards, or bites another dog, or persistently marks in the house.
		3. Should a dog exhibit any of the above behaviours, the Customer will be contacted to make arrangements for the dog to be removed from Itchy and Scratchy service within a time frame set by Itchy and Scratchy.  If the Customer cannot be contacted, the Emergency Contact listed will be asked to make the arrangements to collect the dog. There will be no refund of boarding fees or daycare fees.
		4. Should the Emergency Contact refuse to collect the Customer’s dog, Ittchy and Scratchy will endeavour to put the dog(s) into kennels for the remainder of the period.  If transportation costs are incurred for moving the dog to kennels, these will be paid by the Customer on their return.  There will be no refund of boarding fees paid to Itchy and Scratchy, and charges incurred at the kennels will be payable by the Customer on collection of the dog.  Dogs boarding together from the same family will not be separated without the Customer's consent, and where the Customer is not contactable, all dogs will be moved to the alternative facility.
		5. In the event that the Customer and Itchy and Scratchy can reach no mutual agreement for the care of the aggressive dog for the remainder of the period, Itchy and Scratchy will contact the local Licensing Authority or Dog Warden and will follow the advice or direction given by the Licensing Authority or the Dog Warden. The Customer agrees to defer to the Licensing Authority or Dog Warden’s direction in such circumstances.
		6. The Customer agrees to inform Itchy and Scratchy immediately should they see any signs of aggression in their pet. In the event that a Customer's dog does not behave as described on the signed Registration Form, the Customer must make arrangements (with help from Itchy and Scratchy) to move the dog to another location for the remainder of the boarding period.
4. Dog Walking Service
	1. Lead Rules and Group Walking
		1. The Customer agrees that dogs will routinely be walked on a lead, and only walked off-lead if written and signed consent is given by the Customer.
		2. The Customer agrees, understands and accepts that dogs may be walked in groups, but will always be accompanied by sufficient Dog Walkers as to remain in control of all dogs present.  Itchy and Scratchy commit that dogs identified as nervous or 'not dog friendly' will not be walked in groups.
	2. Weather
		1. Dog Walkers will apply personal judgment and cut short a walk if necessary because of extreme weather conditions (ie, heat, thunderstorms) for the safety of both the dogs and the walker.  Where practicable and possible, home visits shall be offered until standard services can be resumed.
	3. Aggression
		1. The Customer agrees to inform Itchy and Scratchy immediately should they see any signs of aggression in their pet.  The Customer agrees to take action pertaining to the potential aggression in their pet by, at the very minimum, purchasing a muzzle or other similar item to restrict their pet's biting action.  The Customer agrees that should Itchy and Scratchy see signs of aggression in a pet whilst in their care, the dog’s current walk shall be terminated immediately, and the dog returned home. A plan to address the aggression must be discussed and agreed by both parties prior to service being resumed.
		2. Itchy and Scratchy reserve the right to terminate Walking services with immediate effect in the event that a dog shows aggression toward the public whilst in their care.
	4. Unneutered Dogs
		1. The Customer understands and agrees that bitches in season will not be walked, and that Itchy and Scratchy shall not be held responsible for the unsolicited behaviour of un-neutered or un-spayed dogs, or for the dogs around them.  Issues regarding unwanted pregnancy are the responsibility of the Customer and the affected third party.  Where possible and space is available, bitches in season will be offered a home visit until the season is finished.

Itchy and Scratchy Pricing (from 01/01/22)

Home Boarding Charges (per day as defined in this Agreement)

|  |  |
| --- | --- |
| Adult | £25 per night |
| 2 Adults | £35 per night |
| 3+ Adults | £50 per night |
| Late Collection After 1pm | A day care charge will be incurred of £14 |
| Late Collection (after 8pm) | An extra night payment of £25 per dog |

1. Day Care Charges (per day as defined in this Agreement)

|  |  |
| --- | --- |
| Adult | £14 |
| Late Collection (after 6pm) | Add £11 per day to the adult rate |
| Late Collection (after 8pm) | Charged as boarding rate £25 |

1. Dog Walking Charges (per hour – weekdays only)

|  |  |
| --- | --- |
| Group Walks | £12 |
| Group Walks (2 dogs) | £19 |
| Solo Walks | £12 |
| Weekends | Add £5 per dog |

In signing this Agreement, both parties 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.

**For and on behalf of the Customer:**

Signed ................................................................................

Date ...........................................

**For and on behalf of Itchy and Scratchy home boarding services:**

Signed ................................................................................

Print

BETWEEN:

**Itchy and Scratchy Dog Home boarding under ltd company Roaming Roots**

**Itchy and Scratchy 15 Wiltshire Close, Bury, BL9 9EY**

and

**Print Name............................................................................**

**Print Address ..........................................................................................................................................**

The Customer wishes to engage Itchy and Scratchy to fulfil services, and Itchy and Scratchy agrees to undertake services (hereafter referred to as the “Services”) as set out in the Service Invoice and in accordance with the policy and practices document (“Policies and Process”) and subject to the terms and conditions of this Agreement.

1. Commencement Date and Duration
	* 1. This Agreement shall commence from the date of signing and shall remain in effect until either party terminates the arrangement as per the Termination clause in the Policies and Process section of the Agreement.
		2. A cooling off period shall be in effect should this Service Agreement be signed in the Customer’s home. The cooling off period is not applicable if the Service Agreement is signed on Itchy and Scratchy premises. The cooling off period is 14 (fourteen) days. The Customer is entitled to cancel this Service Agreement and incur no penalty on the condition that no Services have been booked for specific dates, and / or no deposits have been paid. In the event that Services have been booked for specific dates, any deposits have been paid or the Customer has asked for the Services commence within the 14 (fourteen) day cooling off period, the Customer is deemed to have waived their right to a cooling off period.
2. The Offering of Services
	* 1. Itchy and Scratchy shall perform the Services in an attentive, reliable and caring manner, using all reasonable skill and care, having due regard to the Policies & Processes and any relevant information as noted on the Service Invoice.
		2. Itchy and Scratchy 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. Itchy and Scratchy shall act in accordance with all reasonable instructions given by the Customer provided such instructions are compatible with the specification of Services provided in the Policies and Process section of the Agreement. For the avoidance of doubt, where the Customer’s wishes conflict with relevant current UK legislation, the legislation prevails.
3. Customer’s Obligations
	* 1. The Customer shall read and agree to follow the pertinent information in the Policies and Process section of the Agreement, as is applicable for the required Services.
		2. The Customer shall use all reasonable endeavours to provide information to Itchy and Scratchy necessary for Itchy and Scratchy to provide Services.
		3. The Customer authorises Itchy and Scratchy to carry out the Services.
		4. The Customer agrees that the information provided to Itchy and Scratchy is true to the best of their information, knowledge and belief.
		5. The Customer may issue reasonable instructions to Itchy and Scratchy in relation to Itchy and Scratchy’ provision of Services. Any such instructions should be compatible with the specification of Services provided in the Policies and Procedures.
4. Booking and Cancellations
	* 1. Bookings discussions shall not be considered as ‘confirmed’ until Itchy and Scratchy provides the Customer with a Service Invoice and the Customer pays the deposit as outlined on the document.
		2. Itchy and Scratchy requires a £50 per dog non-refundable deposit to hold an available space when Services are booked.
		3. On a case-by-case basis, Itchy and Scratchy may not request deposits for booked services. The cancellation policy remains in force for such exceptions...
		4. For regular Customers who wish to pay cash on arrival (and it is agreed that no deposit is paid), 25% cancellation fee of total amount payable 8 weeks prior to their stay. 6 weeks prior to their stay a 50% cancellation fee is payable of their full stay. Cancellation within 6 weeks of their stay full payment is required of their booking, charges for cancellation still applies, and an invoice shall be issued for the required cancellation fee.
		5. 25% of the full booking amount is charged within 8 weeks prior to their booking for the cancellation of Home Boarding services within 7 days or the full price is charged. 50% of the full booking amount is charged 6 weeks prior to their booking for the cancellation of home boarding services within 7 days or the full price is charged. Full payment is required for the prior booking if cancelled within 6 weeks payment required within 7 days.
		6. 24hrs notice is required for all services other than Home Boarding, or the full price is charged.
		7. Please note that should a dog fail to meet the behaviour requirements during an assessment visit and the parties determine that a Home Boarding booking cannot be honoured, any deposit paid for the holiday booking will be returned to the Customer, as well as any fees paid for future practice visits that have not taken place. Charges for Assessment days or practice visits that have already taken place shall not be refunded.
		8. Customers agree that if the Services are not used for 12 months or more, a new Registration Form must be completed, and the dog may need to undertake a further trial and assessment prior to booking.
5. Fees and Payment
	* 1. Itchy and Scratchy will charge the Customer for the Services as quoted in the Service Invoice (the “Fees”) and the Customer agrees to pay Itchy and Scratchy the Fees, promptly when they fall due.
		2. Bookings for Services to be carried out on a public holiday shall be charged at the standard rate, and Services booked to be carried out on ‘special days’ are charged at the standard rate.
		3. The Customer agrees to reimburse Itchy and Scratchy for any additional fees connected to providing emergency care, as well as any expenses incurred, for example (but not limited to) unexpected visits, transportation, housing, food or supplies on proof of a valid receipt.
		4. If the Customer fails to make payment on a due date, then Itchy and Scratchy shall, without prejudice to any other rights or remedies of Itchy and Scratchy, have the right to charge the Customer interest on a weekly basis at the rate of 20% of the total amount per week.
		5. Should any payment due under this Agreement remain unpaid for 7 days days after it falls due, Itchy and Scratchy will be relieved of their contractual obligations under this Agreement to provide the Services until such time as payment is made.
6. Termination
	* 1. The relationship between Itchy and Scratchy and the Customer shall remain in place until either party give notice in writing. The relationship shall not be severed until all Services that have been paid or, or partially paid for, have been provided. Should the Customer wish to terminate the relationship without using the Services that have already been paid for, no refund shall be issued. Itchy and Scratchy reserve the right to terminate services with immediate effect in the event that a pet shows undeclared aggression toward people or other animals.
7. Standards and Insurance
	* 1. Itchy and Scratchy agree to provide a professional and reliable service to their customers. All animals under the care of Itchy and Scratchy will be given the full care and attention needed to make their experience both fun and safe.
		2. Customers, however, must accept that accidents or illness may occur in such a manner that can neither be foreseen nor prevented by Itchy and Scratchy.  The Customer shall indemnify Itchy and Scratchy, who shall be held harmless in the following circumstances:
			+ In the event that a customer’s pet causes harm to a person or another animal, or damages property.
			+ In the event that a customer’s pet is injured or involved in or causes an accident.
			+ In the event that a Customer's pet causes a third party to claim for damages by way of injury to a person or an animal, or damage to property.  In such cases, the Customer will indemnify Itchy and Scratchy against such claims, and will liaise directly with the claiming third party.
		3. Itchy and Scratchy is covered by third party liability insurance, but it is highly recommended that Customers have their own pet insurance to cover liability claims from a third party.
8. Veterinary Waiver
	* 1. If a pet is taken sick or injured during the period of the Service, Itchy and Scratchy shall notify the Customer as quickly as is reasonably practical using all reasonable methods of communication available to both parties, to request guidance. In the event that Itchy and Scratchy is not able to contact the Customer or the Customer’s Emergency Contact, Itchy and Scratchy shall take the pet to a Veterinary Practice on behalf of the Customer and make the best possible medical decisions for the pet with the recommendation and support of a Veterinary Professional. Any veterinary bills shall be directly chargeable to the Customer.
		2. Itchy and Scratchy shall use its best efforts to use the pet’s normal Veterinary Practice where ever possible. The Customer authorises Itchy and Scratchy to appoint an alternative Veterinary Practice to examine the pet and carry out such treatment or surgery as may be appropriate if the pet’s normal Veterinary Practice is not available, or the geographic location and severity of the injury predicates that the nearest Veterinary Practice must be used.
		3. By signing this Agreement, the Customer gives Itchy and Scratchy the authority to discuss a pet’s health and treatment with a Veterinary Professional in accordance with Global Data Protection Regulation (GDPR) (and subsequent revisions of the legislation). The Customer also gives Itchy and Scratchy permission to present and share this signed Agreement with a Veterinary Practice where it is necessary under GDPR to manage a pet’s care.
9. Aggressive or Unsocial Animals
	* 1. Should any pet become aggressive or dangerous, Itchy and Scratchy 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. The potential actions that Itchy and Scratchy shall take are listed for each Service in the Policies and Process section of this Agreement.
10. Force Majeure
	* 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.
		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.
11. Assignment
	* 1. Itchy and Scratchy 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 Itchy and Scratchy.
12. Data Protection and Privacy
	* 1. The photographs on the Itchy and Scratchy website are of Customer’s pets, pets owned by Itchy and Scratchy and are supplemented with photographs from itchy and Scratchy
		2. Personal information shared with Itchy and Scratchy for the purpose of using Services will not be sold or shared with third parties, in accordance with GDPR 2018 (or subsequent revision). Information is held on paper and electronically for periods required by The Animal Welfare (Licensing of Activities Involving Animals) (England) Regulations 2018 and HMRC.
		3. In accordance with GDPR, the Customer gives Itchy and Scratchy permission to share information from this signed Agreement with Veterinary Practices as is necessary to provide care, and gives the Veterinary Practice permission to discuss pet care with Itchy and Scratchy where the Customer is not able to be contacted.
		4. Customers are advised that Itchy and Scratchy may take and use photographs of pets for marketing purposes; however no specifics pertaining to the location of the pet or the owner will be divulged publicly.  If you do not wish Itchy and Scratchy to use photos of your pet for marketing purposes, please tell us via email at Itchyandscratchyhomeboarding@gmail.com.
13. Entire Agreement
	* 1. This Agreement, along with the Registration Form, Policy & Process document, website and each Service Invoice 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.
14. Notices
	* 1. Any notice required to be served under this Agreement shall be in writing and shall be served by hand, post or electronic mail.
		2. Notices shall be deemed served:
			+ upon delivery, when delivered by hand;
			+ upon accepting delivery by signed receipt post/courier, when delivered by using a ‘signed for upon delivery’ postal service or courier; or
			+ Immediately following transmission, if by electronic mail provided the sender does not receive a non-delivery message.
15. Governing Law and Jurisdiction
	* 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.
		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.

 Policies and Process

1. General Policies Pertaining to All Services
	1. Registration
		1. It is the Customer’s responsibility to provide clear and accurate information to Itchy and Scratchy on the Registration Form and any other documents that are provided to the Customer for completion. Changes or updates to the Registration Form must be put in writing to Itchy and Scratchy. Email updates are acceptable. Itchy and Scratchy shall be held harmless from claims where outdated written information is responsible for the incident, unless Itchy and Scratchy can be shown to be negligent.
		2. It shall be the sole responsibility of the Customer to inform Itchy and Scratchy of their dog’s ongoing illnesses and medical conditions or significant illnesses and conditions that they have suffered in the past. Itchy and Scratchy shall not be held liable for decisions that are made, or their subsequent outcomes based on an omission of information of their dog’s registration form. In the event of a dog having a contagious illness or disease which has not been disclosed, the Customer may be liable for the costs of treatment given to other dogs which become infected.
		3. By registering with Itchy and Scratchy and signing this Service Agreement, the Customer consents to their dog attending Day Care or Home Boarding alongside dogs from other families, and authorises Itchy and Scratchy to allow their dog to mix with resident dogs and other visiting dogs in the main communal areas of the property and the garden. The Customer also agrees to their dog being walked in a group during the course of the Services.
	2. Vaccinations and Parasite Control
		1. Dogs that attend Home Boarding, Day Care or participate in group walks must be vaccinated in accordance with veterinary recommendation, including the vaccination for Leptospirosis. Kennel Couch vaccination is preferred but is not mandatory. Customers must provide Itchy and Scratchy with evidence of the vaccination schedule by way of Vaccination Card or a letter / email from their Veterinary Practice. Itchy and Scratchy reserve the right to refuse to accept a dog on arrival in the event that a dog fails to receive the annual vaccinations and does not have a letter from a Veterinary Professional specifying their exemption from core vaccination on medical grounds.
		2. Dogs that attend Home Boarding, Day Care or participate in group walks must be treated for worms and fleas. If fleas are found to be present, Itchy and Scratchy shall contact the Customer immediately to arrange steps for remediation. Dogs in Day Care must be collected by the Customer or the Customer’s Emergency Contact within the time frame outlined by Itchy and Scratchy, and may not use Services until the infestation has been removed. Dogs in Home Boarding must be treated immediately and in accordance with veterinary guidance. In the event that the Customer is not available or will not agree to next steps, the Emergency Contact on the Customer registration form shall be contacted and asked to remove the dog from the premises. Customers accept that they will be responsible for the expense of removing fleas from the premises and the dog walking vehicle.
	3. Infectious Diseases and Illness on Arrival
		1. The Customer or the Customer’s Emergency Contact must make arrangements for the collection of a dog if the dog is determined to have an infectious disease within 12 hours of veterinary confirmation. The Customer agrees to place the dog into the care of a Veterinary Professional immediately should they have isolation facilities available.
		2. Dogs that arrive for Home Boarding or Day Care with evidence of a viral or bacterial illness must provide a written confirmation from a Veterinary Practice that the illness is no longer (or not) contagious. Evidence of a viral or bacterial illness may include (but shall not be restricted to) a runny nose, sneezing, coughing and an upset stomach.
	4. Additional Charges
		1. Services offered on a public holiday shall be charged at normal rate.
		2. Day Care and Home Boarding for dogs with special needs may be charged at an additional rate per day, as advised at the time of booking. This charge is discretionary and is based on the additional needs of the dog for the period of care.
		3. Weekend services may be charged at a different rate to weekday services, and will be documented in the written invoice.
		4. The Customer agrees to pay for any damage to property or possessions arising from the behaviour of their pet whilst on Itchy and Scratchy premises on presentation of a valid receipt for replacement goods, or a quote for damage repair.
		5. The Customer agrees to pay for any additional fees for providing emergency care, as well as any expenses incurred for unexpected additional visits, transportation, boarding, food or equipment on presentation of a valid receipt.
	5. Key Holding and Key Services
		1. Itchy and Scratchy will safeguard keys in a manner consistent with that of the professional dog walking and pet sitting service industry. Keys will be tagged via a coded system and stored in a manner which offers reasonable protection against the theft or loss of keys.
		2. Requests for keys to be returned or left at the property in the Customer’s absence must be put in writing. Itchy and Scratchy shall not be responsible for the safety of any keys posted through the letter-box or left at a 'safe location' if this is requested by the Customer.
	6. Pricing and Payment for Services
		1. Service rates are reviewed annually, and shall come into effect on 1st January for bookings planned within the affected year.  As an example, this means that a booking made in October 2020 for May 2021 shall be invoiced at the 2020 prices.  Invoices shall be honoured at the price issued regardless of subsequent changes to Service prices. Customers shall be given a minimum of 3 months notice of planned price changes.
		2. Payment for services is required in advance of the Service start date, and on presentation of a Service Invoice. Charges are broken down into dates and days of stay, non-refundable deposit, and a total balance. The deposit payment is due on or before the date stated in the Service Invoice. The balance is due on or before the first day of Service, as stated in the Service Invoice.
		3. Customers agree that booking dates will not be reserved, and services will not be carried out if payments have not been received on the dates determined in the Service Invoice.  In the event that Itchy and Scratchy determine that the Service must be fulfilled in order to maintain the welfare of the pet, and payment has not yet been received; a supplementary fee for late payment may be added to the overall charge at a cost of £25.00 per week until the invoice is settled in full.
		4. Approved payment methods are listed on the Service Invoice.
	7. Abandoned Dogs
		1. The Customer agrees that if their dog is not collected from Home Boarding or Day Care on the due day, additional fees will apply and shall be paid on collection.  If Itchy and Scratchy are unable to contact the Customer or the Customer's Emergency Contact for 7 (seven) days, it is assumed that the dog has been abandoned and arrangements for re-homing will be made.
		2. In the event that the Customer’s Emergency Contact is contactable but is unable or unwilling to collect the dog and pay the additional fees, Itchy and Scratchy will make arrangements for the re-homing of the dog.
	8. Death or Loss of a Beloved Pet
		1. Itchy and Scratchy agree to provide a professional and reliable service to their customers. All animals under the care of Itchy and Scratchy will be given the full care and attention needed to make their experience both fun and safe. Customers however, must accept that occasionally accidents or illness may occur in such a manner that can neither be foreseen nor prevented by Itchy and Scratchy.  The Customer shall indemnify Itchy and Scratchy, who shall be held harmless in the event of the loss or death of a pet unless Itchy and Scratchy can be shown to be negligent.
		2. Itchy and Scratchy shall use all reasonably practicable measures to prevent the loss of death of a pet in their care. Claims against Itchy and Scratchy, where negligence is proven, shall be settled within the boundaries of the company’s business insurance policy.
		3. In the event of the temporary or permanent loss of a pet, Itchy and Scratchy shall contact the customer immediately to apprise of the situation and agree next steps. In the event that a Customer is not contactable, the Customers nominated Emergency Contact shall be used.
	9. Customer Complaints
		1. Customer complaints must be received in writing within 7 calendar days of the end of the service which has triggered the complaint. Itchy and Scratchy shall respond to the Customer within 7 calendar days of receipt of the complaint. Itchy and Scratchy shall use all reasonably practical measures in order to resolve the issue, and discussions about the complaint are made in good faith.
2. Dog Day Care
	1. Hours and Additional Charges
		1. Day Care runs from 6am to 6pm, Monday to Friday. Customers collecting their dog after the close of business are required to pay an additional £11 charge for late collection. Customers may drop their dog between 6am and 10.30am may collect from anytime up till 6pm. Note that Itchy and Scratchy provide other services throughout the day Walking and boarding meaning that drop of and collection times must be agreed by prior arrangement. Weekend Day Care may be available at an agreed price.
	2. Unneutered Dogs
		1. The Customer understands and agrees that bitches in season are not suitable for Day Care or boarding, and that Itchy and Scratchy shall not be held responsible for the unsolicited behaviour of un-neutered or un-spayed dogs, or for the dogs around them.  Issues regarding unwanted pregnancy are the responsibility of the Customer and the affected third party.  In the event that an un-neutered bitch comes into season whilst in the care of Itchy and Scratchy, the Customer or the Customer's Emergency Contact shall be asked to collect the dog within 12 hours of notification.  No refund shall be issued for remaining booked days of the season period.
		2. Unneutered males and unneutered females (whether in season or not) will not be accepted within the same period for Day Care, and in the event of a conflict the chosen party shall be determined by the pre-assessed behaviour of both visiting dogs around the visiting dogs already booked. The dog presenting the lowest risk to the already visiting dogs shall be chosen.
	3. Unsuitable Behaviour and Aggression
		1. Dogs that require permanent isolation from other dogs within the premises are not acceptable for Day Care at Itchy and Scratchy. Dogs that require temporary isolation from other dogs (for instance, recovering from a medical procedure) are accepted and shall be separated for their booked period. Where it is not possible to keep a dog completely separate, Itchy and Scratchy reserve the right to cancel any bookings during the temporary period that isolation is required.
		2. Dogs that display unacceptable behaviours are not suited to Day Care. Unacceptable behaviour may be described as (but is not restricted to) a dog who barks continually; displays signs of extreme stress if left unattended (even if the Licence Holder is elsewhere within the premises); bites someone; is aggressive towards, or bites another dog, or persistently marks in the house.
		3. Should the dog exhibit any of the above behaviours, the Customer will be contacted to make arrangements for the dog to be removed from the Itchy and Scratchy service. If the Customer cannot be contacted, the Emergency Contact listed will be asked to make the arrangements to collect the dog.
		4. The Customer agrees to inform Itchy and Scratchy immediately should they see any signs of aggression in their pet. In the event that a dog does not behave as described on the signed Registration Form, the Customer must make arrangements (with help from Itchy and Scratchy to move the dog to another location for the remainder of the Day Care period.
3. Dog Home Boarding
	1. Hours and Additional Charges
		1. Home Boarding runs from 8am, and is charged per night. Customers may drop their dog at any time between 8am and 6pm. Collections may be arranged between 8am and 6pm, Note that Itchy and Scratchy provide other services throughout the day Daycare and walking meaning that drop of and collection times must be agreed by prior arrangement.
	2. Provisions
		1. Dogs must be provided with sufficient food, treats and bedding to ensure their comfort and welfare during their stay. In the event that a dog has not been provided with sufficient food to maintain health for the period of the stay, Itchy and Scratchy will purchase additional food (as described in the Registration Form), and Customers will reimburse Itchy and Scratchy on collection of the dog.
		2. Where Customers have forgotten to pack an item of equipment, Itchy and Scratchy will endeavour to loan the dog a piece of equipment from stock. If an item of equipment is not available, Itchy and Scratchy will contact the Customer to allow them to decide if the item should be purchased. Where items have been purchased with the Customer’s consent, Customers will reimburse Itchy and Scratchy for any charges on collection of the dog.
	3. Dogs Left Alone and Overnight
		1. Customers accept and agree that in rare and emergency circumstances, their dog may be left securely on Itchy and Scratchy premises during the day, not being left alone for a period of more than 3 hours. Dogs from different families shall be separated in the event that they are left alone. A trusted relative or pet sitter will arrive to oversee the dogs as quickly as is reasonably practical based on the emergency circumstances.
	4. Unneutered Dogs
		1. The Customer understands and agrees that bitches in season are not suitable for Home Boarding, and that Itchy and Scratchy shall not be held responsible for the unsolicited behaviour of un-neutered or un-spayed dogs, or for the dogs around them.  Issues regarding unwanted pregnancy are the responsibility of the Customer and the affected third party.  In the event that an un-neutered bitch comes into season whilst in the care of Itchy and Scratchy, the Customer or the Customer's Emergency Contact shall be asked to collect the dog within 5 (five) hours of notification.  It is the responsibility of the Customer to ensure that a bitch in season is not booked in for Home Boarding, and therefore no refund shall be issued for remaining days of the Boarding period. In the event that the dog is not collected within the time frame specified, the relocation process described in the section ‘Unsuitable Behaviour and Aggression’ shall be followed.
	5. Unsuitable Behaviour and Aggression
		1. Dogs that require permanent isolation from other dogs within the premises are not acceptable for Boarding at Itchy and Scratchy Dogs that require temporary isolation from other dogs (for instance, recovering from a medical procedure) are accepted where it is possible and practical, and shall be separated for their booked period. Where it is not possible to keep a dog completely separate, Itchy and Scratchy reserve the right to cancel any bookings during the temporary period that isolation is required.
		2. Dogs that display unacceptable behaviours are not suited to Home Boarding. Unacceptable behaviour may be described as (but is not restricted to) a dog who barks continually; displays signs of extreme stress if left unattended (even if the Licence Holder is elsewhere within the premises); bites someone; is aggressive towards, or bites another dog, or persistently marks in the house.
		3. Should a dog exhibit any of the above behaviours, the Customer will be contacted to make arrangements for the dog to be removed from Itchy and Scratchy service within a time frame set by Itchy and Scratchy.  If the Customer cannot be contacted, the Emergency Contact listed will be asked to make the arrangements to collect the dog. There will be no refund of boarding fees or daycare fees.
		4. Should the Emergency Contact refuse to collect the Customer’s dog, Ittchy and Scratchy will endeavour to put the dog(s) into kennels for the remainder of the period.  If transportation costs are incurred for moving the dog to kennels, these will be paid by the Customer on their return.  There will be no refund of boarding fees paid to Itchy and Scratchy, and charges incurred at the kennels will be payable by the Customer on collection of the dog.  Dogs boarding together from the same family will not be separated without the Customer's consent, and where the Customer is not contactable, all dogs will be moved to the alternative facility.
		5. In the event that the Customer and Itchy and Scratchy can reach no mutual agreement for the care of the aggressive dog for the remainder of the period, Itchy and Scratchy will contact the local Licensing Authority or Dog Warden and will follow the advice or direction given by the Licensing Authority or the Dog Warden. The Customer agrees to defer to the Licensing Authority or Dog Warden’s direction in such circumstances.
		6. The Customer agrees to inform Itchy and Scratchy immediately should they see any signs of aggression in their pet. In the event that a Customer's dog does not behave as described on the signed Registration Form, the Customer must make arrangements (with help from Itchy and Scratchy) to move the dog to another location for the remainder of the boarding period.
4. Dog Walking Service
	1. Lead Rules and Group Walking
		1. The Customer agrees that dogs will routinely be walked on a lead, and only walked off-lead if written and signed consent is given by the Customer.
		2. The Customer agrees, understands and accepts that dogs may be walked in groups, but will always be accompanied by sufficient Dog Walkers as to remain in control of all dogs present.  Itchy and Scratchy commit that dogs identified as nervous or 'not dog friendly' will not be walked in groups.
	2. Weather
		1. Dog Walkers will apply personal judgment and cut short a walk if necessary because of extreme weather conditions (ie, heat, thunderstorms) for the safety of both the dogs and the walker.  Where practicable and possible, home visits shall be offered until standard services can be resumed.
	3. Aggression
		1. The Customer agrees to inform Itchy and Scratchy immediately should they see any signs of aggression in their pet.  The Customer agrees to take action pertaining to the potential aggression in their pet by, at the very minimum, purchasing a muzzle or other similar item to restrict their pet's biting action.  The Customer agrees that should Itchy and Scratchy see signs of aggression in a pet whilst in their care, the dog’s current walk shall be terminated immediately, and the dog returned home. A plan to address the aggression must be discussed and agreed by both parties prior to service being resumed.
		2. Itchy and Scratchy reserve the right to terminate Walking services with immediate effect in the event that a dog shows aggression toward the public whilst in their care.
	4. Unneutered Dogs
		1. The Customer understands and agrees that bitches in season will not be walked, and that Itchy and Scratchy shall not be held responsible for the unsolicited behaviour of un-neutered or un-spayed dogs, or for the dogs around them.  Issues regarding unwanted pregnancy are the responsibility of the Customer and the affected third party.  Where possible and space is available, bitches in season will be offered a home visit until the season is finished.

Itchy and Scratchy Pricing (from 01/01/22)

Home Boarding Charges (per day as defined in this Agreement)

|  |  |
| --- | --- |
| Adult | £25 per night |
| 2 Adults | £35 per night |
| 3+ Adults | £50 per night |
| Late Collection After 1pm | A day care charge will be incurred of £14 |
| Late Collection (after 8pm) | An extra night payment of £25 per dog |

1. Day Care Charges (per day as defined in this Agreement)

|  |  |
| --- | --- |
| Adult | £14 |
| Late Collection (after 6pm) | Add £11 per day to the adult rate |
| Late Collection (after 8pm) | Charged as boarding rate £25 |

1. Dog Walking Charges (per hour – weekdays only)

|  |  |
| --- | --- |
| Group Walks | £12 |
| Group Walks (2 dogs) | £19 |
| Solo Walks | £12 |
| Weekends | Add £5 per dog |

In signing this Agreement, both parties 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.

**For and on behalf of the Customer:**

Signed ................................................................................

Date ...........................................

**For and on behalf of Itchy and Scratchy home boarding services:**

Signed ................................................................................

Print

BETWEEN:

**Itchy and Scratchy Dog Home boarding under ltd company Roaming Roots**

**Itchy and Scratchy 15 Wiltshire Close, Bury, BL9 9EY**

and

**Print Name............................................................................**

**Print Address ..........................................................................................................................................**

The Customer wishes to engage Itchy and Scratchy to fulfil services, and Itchy and Scratchy agrees to undertake services (hereafter referred to as the “Services”) as set out in the Service Invoice and in accordance with the policy and practices document (“Policies and Process”) and subject to the terms and conditions of this Agreement.

1. Commencement Date and Duration
	* 1. This Agreement shall commence from the date of signing and shall remain in effect until either party terminates the arrangement as per the Termination clause in the Policies and Process section of the Agreement.
		2. A cooling off period shall be in effect should this Service Agreement be signed in the Customer’s home. The cooling off period is not applicable if the Service Agreement is signed on Itchy and Scratchy premises. The cooling off period is 14 (fourteen) days. The Customer is entitled to cancel this Service Agreement and incur no penalty on the condition that no Services have been booked for specific dates, and / or no deposits have been paid. In the event that Services have been booked for specific dates, any deposits have been paid or the Customer has asked for the Services commence within the 14 (fourteen) day cooling off period, the Customer is deemed to have waived their right to a cooling off period.
2. The Offering of Services
	* 1. Itchy and Scratchy shall perform the Services in an attentive, reliable and caring manner, using all reasonable skill and care, having due regard to the Policies & Processes and any relevant information as noted on the Service Invoice.
		2. Itchy and Scratchy 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. Itchy and Scratchy shall act in accordance with all reasonable instructions given by the Customer provided such instructions are compatible with the specification of Services provided in the Policies and Process section of the Agreement. For the avoidance of doubt, where the Customer’s wishes conflict with relevant current UK legislation, the legislation prevails.
3. Customer’s Obligations
	* 1. The Customer shall read and agree to follow the pertinent information in the Policies and Process section of the Agreement, as is applicable for the required Services.
		2. The Customer shall use all reasonable endeavours to provide information to Itchy and Scratchy necessary for Itchy and Scratchy to provide Services.
		3. The Customer authorises Itchy and Scratchy to carry out the Services.
		4. The Customer agrees that the information provided to Itchy and Scratchy is true to the best of their information, knowledge and belief.
		5. The Customer may issue reasonable instructions to Itchy and Scratchy in relation to Itchy and Scratchy’ provision of Services. Any such instructions should be compatible with the specification of Services provided in the Policies and Procedures.
4. Booking and Cancellations
	* 1. Bookings discussions shall not be considered as ‘confirmed’ until Itchy and Scratchy provides the Customer with a Service Invoice and the Customer pays the deposit as outlined on the document.
		2. Itchy and Scratchy requires a £50 per dog non-refundable deposit to hold an available space when Services are booked.
		3. On a case-by-case basis, Itchy and Scratchy may not request deposits for booked services. The cancellation policy remains in force for such exceptions...
		4. For regular Customers who wish to pay cash on arrival (and it is agreed that no deposit is paid), 25% cancellation fee of total amount payable 8 weeks prior to their stay. 6 weeks prior to their stay a 50% cancellation fee is payable of their full stay. Cancellation within 6 weeks of their stay full payment is required of their booking, charges for cancellation still applies, and an invoice shall be issued for the required cancellation fee.
		5. 25% of the full booking amount is charged within 8 weeks prior to their booking for the cancellation of Home Boarding services within 7 days or the full price is charged. 50% of the full booking amount is charged 6 weeks prior to their booking for the cancellation of home boarding services within 7 days or the full price is charged. Full payment is required for the prior booking if cancelled within 6 weeks payment required within 7 days.
		6. 24hrs notice is required for all services other than Home Boarding, or the full price is charged.
		7. Please note that should a dog fail to meet the behaviour requirements during an assessment visit and the parties determine that a Home Boarding booking cannot be honoured, any deposit paid for the holiday booking will be returned to the Customer, as well as any fees paid for future practice visits that have not taken place. Charges for Assessment days or practice visits that have already taken place shall not be refunded.
		8. Customers agree that if the Services are not used for 12 months or more, a new Registration Form must be completed, and the dog may need to undertake a further trial and assessment prior to booking.
5. Fees and Payment
	* 1. Itchy and Scratchy will charge the Customer for the Services as quoted in the Service Invoice (the “Fees”) and the Customer agrees to pay Itchy and Scratchy the Fees, promptly when they fall due.
		2. Bookings for Services to be carried out on a public holiday shall be charged at the standard rate, and Services booked to be carried out on ‘special days’ are charged at the standard rate.
		3. The Customer agrees to reimburse Itchy and Scratchy for any additional fees connected to providing emergency care, as well as any expenses incurred, for example (but not limited to) unexpected visits, transportation, housing, food or supplies on proof of a valid receipt.
		4. If the Customer fails to make payment on a due date, then Itchy and Scratchy shall, without prejudice to any other rights or remedies of Itchy and Scratchy, have the right to charge the Customer interest on a weekly basis at the rate of 20% of the total amount per week.
		5. Should any payment due under this Agreement remain unpaid for 7 days days after it falls due, Itchy and Scratchy will be relieved of their contractual obligations under this Agreement to provide the Services until such time as payment is made.
6. Termination
	* 1. The relationship between Itchy and Scratchy and the Customer shall remain in place until either party give notice in writing. The relationship shall not be severed until all Services that have been paid or, or partially paid for, have been provided. Should the Customer wish to terminate the relationship without using the Services that have already been paid for, no refund shall be issued. Itchy and Scratchy reserve the right to terminate services with immediate effect in the event that a pet shows undeclared aggression toward people or other animals.
7. Standards and Insurance
	* 1. Itchy and Scratchy agree to provide a professional and reliable service to their customers. All animals under the care of Itchy and Scratchy will be given the full care and attention needed to make their experience both fun and safe.
		2. Customers, however, must accept that accidents or illness may occur in such a manner that can neither be foreseen nor prevented by Itchy and Scratchy.  The Customer shall indemnify Itchy and Scratchy, who shall be held harmless in the following circumstances:
			+ In the event that a customer’s pet causes harm to a person or another animal, or damages property.
			+ In the event that a customer’s pet is injured or involved in or causes an accident.
			+ In the event that a Customer's pet causes a third party to claim for damages by way of injury to a person or an animal, or damage to property.  In such cases, the Customer will indemnify Itchy and Scratchy against such claims, and will liaise directly with the claiming third party.
		3. Itchy and Scratchy is covered by third party liability insurance, but it is highly recommended that Customers have their own pet insurance to cover liability claims from a third party.
8. Veterinary Waiver
	* 1. If a pet is taken sick or injured during the period of the Service, Itchy and Scratchy shall notify the Customer as quickly as is reasonably practical using all reasonable methods of communication available to both parties, to request guidance. In the event that Itchy and Scratchy is not able to contact the Customer or the Customer’s Emergency Contact, Itchy and Scratchy shall take the pet to a Veterinary Practice on behalf of the Customer and make the best possible medical decisions for the pet with the recommendation and support of a Veterinary Professional. Any veterinary bills shall be directly chargeable to the Customer.
		2. Itchy and Scratchy shall use its best efforts to use the pet’s normal Veterinary Practice where ever possible. The Customer authorises Itchy and Scratchy to appoint an alternative Veterinary Practice to examine the pet and carry out such treatment or surgery as may be appropriate if the pet’s normal Veterinary Practice is not available, or the geographic location and severity of the injury predicates that the nearest Veterinary Practice must be used.
		3. By signing this Agreement, the Customer gives Itchy and Scratchy the authority to discuss a pet’s health and treatment with a Veterinary Professional in accordance with Global Data Protection Regulation (GDPR) (and subsequent revisions of the legislation). The Customer also gives Itchy and Scratchy permission to present and share this signed Agreement with a Veterinary Practice where it is necessary under GDPR to manage a pet’s care.
9. Aggressive or Unsocial Animals
	* 1. Should any pet become aggressive or dangerous, Itchy and Scratchy 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. The potential actions that Itchy and Scratchy shall take are listed for each Service in the Policies and Process section of this Agreement.
10. Force Majeure
	* 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.
		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.
11. Assignment
	* 1. Itchy and Scratchy 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 Itchy and Scratchy.
12. Data Protection and Privacy
	* 1. The photographs on the Itchy and Scratchy website are of Customer’s pets, pets owned by Itchy and Scratchy and are supplemented with photographs from itchy and Scratchy
		2. Personal information shared with Itchy and Scratchy for the purpose of using Services will not be sold or shared with third parties, in accordance with GDPR 2018 (or subsequent revision). Information is held on paper and electronically for periods required by The Animal Welfare (Licensing of Activities Involving Animals) (England) Regulations 2018 and HMRC.
		3. In accordance with GDPR, the Customer gives Itchy and Scratchy permission to share information from this signed Agreement with Veterinary Practices as is necessary to provide care, and gives the Veterinary Practice permission to discuss pet care with Itchy and Scratchy where the Customer is not able to be contacted.
		4. Customers are advised that Itchy and Scratchy may take and use photographs of pets for marketing purposes; however no specifics pertaining to the location of the pet or the owner will be divulged publicly.  If you do not wish Itchy and Scratchy to use photos of your pet for marketing purposes, please tell us via email at Itchyandscratchyhomeboarding@gmail.com.
13. Entire Agreement
	* 1. This Agreement, along with the Registration Form, Policy & Process document, website and each Service Invoice 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.
14. Notices
	* 1. Any notice required to be served under this Agreement shall be in writing and shall be served by hand, post or electronic mail.
		2. Notices shall be deemed served:
			+ upon delivery, when delivered by hand;
			+ upon accepting delivery by signed receipt post/courier, when delivered by using a ‘signed for upon delivery’ postal service or courier; or
			+ Immediately following transmission, if by electronic mail provided the sender does not receive a non-delivery message.
15. Governing Law and Jurisdiction
	* 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.
		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.

 Policies and Process

1. General Policies Pertaining to All Services
	1. Registration
		1. It is the Customer’s responsibility to provide clear and accurate information to Itchy and Scratchy on the Registration Form and any other documents that are provided to the Customer for completion. Changes or updates to the Registration Form must be put in writing to Itchy and Scratchy. Email updates are acceptable. Itchy and Scratchy shall be held harmless from claims where outdated written information is responsible for the incident, unless Itchy and Scratchy can be shown to be negligent.
		2. It shall be the sole responsibility of the Customer to inform Itchy and Scratchy of their dog’s ongoing illnesses and medical conditions or significant illnesses and conditions that they have suffered in the past. Itchy and Scratchy shall not be held liable for decisions that are made, or their subsequent outcomes based on an omission of information of their dog’s registration form. In the event of a dog having a contagious illness or disease which has not been disclosed, the Customer may be liable for the costs of treatment given to other dogs which become infected.
		3. By registering with Itchy and Scratchy and signing this Service Agreement, the Customer consents to their dog attending Day Care or Home Boarding alongside dogs from other families, and authorises Itchy and Scratchy to allow their dog to mix with resident dogs and other visiting dogs in the main communal areas of the property and the garden. The Customer also agrees to their dog being walked in a group during the course of the Services.
	2. Vaccinations and Parasite Control
		1. Dogs that attend Home Boarding, Day Care or participate in group walks must be vaccinated in accordance with veterinary recommendation, including the vaccination for Leptospirosis. Kennel Couch vaccination is preferred but is not mandatory. Customers must provide Itchy and Scratchy with evidence of the vaccination schedule by way of Vaccination Card or a letter / email from their Veterinary Practice. Itchy and Scratchy reserve the right to refuse to accept a dog on arrival in the event that a dog fails to receive the annual vaccinations and does not have a letter from a Veterinary Professional specifying their exemption from core vaccination on medical grounds.
		2. Dogs that attend Home Boarding, Day Care or participate in group walks must be treated for worms and fleas. If fleas are found to be present, Itchy and Scratchy shall contact the Customer immediately to arrange steps for remediation. Dogs in Day Care must be collected by the Customer or the Customer’s Emergency Contact within the time frame outlined by Itchy and Scratchy, and may not use Services until the infestation has been removed. Dogs in Home Boarding must be treated immediately and in accordance with veterinary guidance. In the event that the Customer is not available or will not agree to next steps, the Emergency Contact on the Customer registration form shall be contacted and asked to remove the dog from the premises. Customers accept that they will be responsible for the expense of removing fleas from the premises and the dog walking vehicle.
	3. Infectious Diseases and Illness on Arrival
		1. The Customer or the Customer’s Emergency Contact must make arrangements for the collection of a dog if the dog is determined to have an infectious disease within 12 hours of veterinary confirmation. The Customer agrees to place the dog into the care of a Veterinary Professional immediately should they have isolation facilities available.
		2. Dogs that arrive for Home Boarding or Day Care with evidence of a viral or bacterial illness must provide a written confirmation from a Veterinary Practice that the illness is no longer (or not) contagious. Evidence of a viral or bacterial illness may include (but shall not be restricted to) a runny nose, sneezing, coughing and an upset stomach.
	4. Additional Charges
		1. Services offered on a public holiday shall be charged at normal rate.
		2. Day Care and Home Boarding for dogs with special needs may be charged at an additional rate per day, as advised at the time of booking. This charge is discretionary and is based on the additional needs of the dog for the period of care.
		3. Weekend services may be charged at a different rate to weekday services, and will be documented in the written invoice.
		4. The Customer agrees to pay for any damage to property or possessions arising from the behaviour of their pet whilst on Itchy and Scratchy premises on presentation of a valid receipt for replacement goods, or a quote for damage repair.
		5. The Customer agrees to pay for any additional fees for providing emergency care, as well as any expenses incurred for unexpected additional visits, transportation, boarding, food or equipment on presentation of a valid receipt.
	5. Key Holding and Key Services
		1. Itchy and Scratchy will safeguard keys in a manner consistent with that of the professional dog walking and pet sitting service industry. Keys will be tagged via a coded system and stored in a manner which offers reasonable protection against the theft or loss of keys.
		2. Requests for keys to be returned or left at the property in the Customer’s absence must be put in writing. Itchy and Scratchy shall not be responsible for the safety of any keys posted through the letter-box or left at a 'safe location' if this is requested by the Customer.
	6. Pricing and Payment for Services
		1. Service rates are reviewed annually, and shall come into effect on 1st January for bookings planned within the affected year.  As an example, this means that a booking made in October 2020 for May 2021 shall be invoiced at the 2020 prices.  Invoices shall be honoured at the price issued regardless of subsequent changes to Service prices. Customers shall be given a minimum of 3 months notice of planned price changes.
		2. Payment for services is required in advance of the Service start date, and on presentation of a Service Invoice. Charges are broken down into dates and days of stay, non-refundable deposit, and a total balance. The deposit payment is due on or before the date stated in the Service Invoice. The balance is due on or before the first day of Service, as stated in the Service Invoice.
		3. Customers agree that booking dates will not be reserved, and services will not be carried out if payments have not been received on the dates determined in the Service Invoice.  In the event that Itchy and Scratchy determine that the Service must be fulfilled in order to maintain the welfare of the pet, and payment has not yet been received; a supplementary fee for late payment may be added to the overall charge at a cost of £25.00 per week until the invoice is settled in full.
		4. Approved payment methods are listed on the Service Invoice.
	7. Abandoned Dogs
		1. The Customer agrees that if their dog is not collected from Home Boarding or Day Care on the due day, additional fees will apply and shall be paid on collection.  If Itchy and Scratchy are unable to contact the Customer or the Customer's Emergency Contact for 7 (seven) days, it is assumed that the dog has been abandoned and arrangements for re-homing will be made.
		2. In the event that the Customer’s Emergency Contact is contactable but is unable or unwilling to collect the dog and pay the additional fees, Itchy and Scratchy will make arrangements for the re-homing of the dog.
	8. Death or Loss of a Beloved Pet
		1. Itchy and Scratchy agree to provide a professional and reliable service to their customers. All animals under the care of Itchy and Scratchy will be given the full care and attention needed to make their experience both fun and safe. Customers however, must accept that occasionally accidents or illness may occur in such a manner that can neither be foreseen nor prevented by Itchy and Scratchy.  The Customer shall indemnify Itchy and Scratchy, who shall be held harmless in the event of the loss or death of a pet unless Itchy and Scratchy can be shown to be negligent.
		2. Itchy and Scratchy shall use all reasonably practicable measures to prevent the loss of death of a pet in their care. Claims against Itchy and Scratchy, where negligence is proven, shall be settled within the boundaries of the company’s business insurance policy.
		3. In the event of the temporary or permanent loss of a pet, Itchy and Scratchy shall contact the customer immediately to apprise of the situation and agree next steps. In the event that a Customer is not contactable, the Customers nominated Emergency Contact shall be used.
	9. Customer Complaints
		1. Customer complaints must be received in writing within 7 calendar days of the end of the service which has triggered the complaint. Itchy and Scratchy shall respond to the Customer within 7 calendar days of receipt of the complaint. Itchy and Scratchy shall use all reasonably practical measures in order to resolve the issue, and discussions about the complaint are made in good faith.
2. Dog Day Care
	1. Hours and Additional Charges
		1. Day Care runs from 6am to 6pm, Monday to Friday. Customers collecting their dog after the close of business are required to pay an additional £11 charge for late collection. Customers may drop their dog between 6am and 10.30am may collect from anytime up till 6pm. Note that Itchy and Scratchy provide other services throughout the day Walking and boarding meaning that drop of and collection times must be agreed by prior arrangement. Weekend Day Care may be available at an agreed price.
	2. Unneutered Dogs
		1. The Customer understands and agrees that bitches in season are not suitable for Day Care or boarding, and that Itchy and Scratchy shall not be held responsible for the unsolicited behaviour of un-neutered or un-spayed dogs, or for the dogs around them.  Issues regarding unwanted pregnancy are the responsibility of the Customer and the affected third party.  In the event that an un-neutered bitch comes into season whilst in the care of Itchy and Scratchy, the Customer or the Customer's Emergency Contact shall be asked to collect the dog within 12 hours of notification.  No refund shall be issued for remaining booked days of the season period.
		2. Unneutered males and unneutered females (whether in season or not) will not be accepted within the same period for Day Care, and in the event of a conflict the chosen party shall be determined by the pre-assessed behaviour of both visiting dogs around the visiting dogs already booked. The dog presenting the lowest risk to the already visiting dogs shall be chosen.
	3. Unsuitable Behaviour and Aggression
		1. Dogs that require permanent isolation from other dogs within the premises are not acceptable for Day Care at Itchy and Scratchy. Dogs that require temporary isolation from other dogs (for instance, recovering from a medical procedure) are accepted and shall be separated for their booked period. Where it is not possible to keep a dog completely separate, Itchy and Scratchy reserve the right to cancel any bookings during the temporary period that isolation is required.
		2. Dogs that display unacceptable behaviours are not suited to Day Care. Unacceptable behaviour may be described as (but is not restricted to) a dog who barks continually; displays signs of extreme stress if left unattended (even if the Licence Holder is elsewhere within the premises); bites someone; is aggressive towards, or bites another dog, or persistently marks in the house.
		3. Should the dog exhibit any of the above behaviours, the Customer will be contacted to make arrangements for the dog to be removed from the Itchy and Scratchy service. If the Customer cannot be contacted, the Emergency Contact listed will be asked to make the arrangements to collect the dog.
		4. The Customer agrees to inform Itchy and Scratchy immediately should they see any signs of aggression in their pet. In the event that a dog does not behave as described on the signed Registration Form, the Customer must make arrangements (with help from Itchy and Scratchy to move the dog to another location for the remainder of the Day Care period.
3. Dog Home Boarding
	1. Hours and Additional Charges
		1. Home Boarding runs from 8am, and is charged per night. Customers may drop their dog at any time between 8am and 6pm. Collections may be arranged between 8am and 6pm, Note that Itchy and Scratchy provide other services throughout the day Daycare and walking meaning that drop of and collection times must be agreed by prior arrangement.
	2. Provisions
		1. Dogs must be provided with sufficient food, treats and bedding to ensure their comfort and welfare during their stay. In the event that a dog has not been provided with sufficient food to maintain health for the period of the stay, Itchy and Scratchy will purchase additional food (as described in the Registration Form), and Customers will reimburse Itchy and Scratchy on collection of the dog.
		2. Where Customers have forgotten to pack an item of equipment, Itchy and Scratchy will endeavour to loan the dog a piece of equipment from stock. If an item of equipment is not available, Itchy and Scratchy will contact the Customer to allow them to decide if the item should be purchased. Where items have been purchased with the Customer’s consent, Customers will reimburse Itchy and Scratchy for any charges on collection of the dog.
	3. Dogs Left Alone and Overnight
		1. Customers accept and agree that in rare and emergency circumstances, their dog may be left securely on Itchy and Scratchy premises during the day, not being left alone for a period of more than 3 hours. Dogs from different families shall be separated in the event that they are left alone. A trusted relative or pet sitter will arrive to oversee the dogs as quickly as is reasonably practical based on the emergency circumstances.
	4. Unneutered Dogs
		1. The Customer understands and agrees that bitches in season are not suitable for Home Boarding, and that Itchy and Scratchy shall not be held responsible for the unsolicited behaviour of un-neutered or un-spayed dogs, or for the dogs around them.  Issues regarding unwanted pregnancy are the responsibility of the Customer and the affected third party.  In the event that an un-neutered bitch comes into season whilst in the care of Itchy and Scratchy, the Customer or the Customer's Emergency Contact shall be asked to collect the dog within 5 (five) hours of notification.  It is the responsibility of the Customer to ensure that a bitch in season is not booked in for Home Boarding, and therefore no refund shall be issued for remaining days of the Boarding period. In the event that the dog is not collected within the time frame specified, the relocation process described in the section ‘Unsuitable Behaviour and Aggression’ shall be followed.
	5. Unsuitable Behaviour and Aggression
		1. Dogs that require permanent isolation from other dogs within the premises are not acceptable for Boarding at Itchy and Scratchy Dogs that require temporary isolation from other dogs (for instance, recovering from a medical procedure) are accepted where it is possible and practical, and shall be separated for their booked period. Where it is not possible to keep a dog completely separate, Itchy and Scratchy reserve the right to cancel any bookings during the temporary period that isolation is required.
		2. Dogs that display unacceptable behaviours are not suited to Home Boarding. Unacceptable behaviour may be described as (but is not restricted to) a dog who barks continually; displays signs of extreme stress if left unattended (even if the Licence Holder is elsewhere within the premises); bites someone; is aggressive towards, or bites another dog, or persistently marks in the house.
		3. Should a dog exhibit any of the above behaviours, the Customer will be contacted to make arrangements for the dog to be removed from Itchy and Scratchy service within a time frame set by Itchy and Scratchy.  If the Customer cannot be contacted, the Emergency Contact listed will be asked to make the arrangements to collect the dog. There will be no refund of boarding fees or daycare fees.
		4. Should the Emergency Contact refuse to collect the Customer’s dog, Ittchy and Scratchy will endeavour to put the dog(s) into kennels for the remainder of the period.  If transportation costs are incurred for moving the dog to kennels, these will be paid by the Customer on their return.  There will be no refund of boarding fees paid to Itchy and Scratchy, and charges incurred at the kennels will be payable by the Customer on collection of the dog.  Dogs boarding together from the same family will not be separated without the Customer's consent, and where the Customer is not contactable, all dogs will be moved to the alternative facility.
		5. In the event that the Customer and Itchy and Scratchy can reach no mutual agreement for the care of the aggressive dog for the remainder of the period, Itchy and Scratchy will contact the local Licensing Authority or Dog Warden and will follow the advice or direction given by the Licensing Authority or the Dog Warden. The Customer agrees to defer to the Licensing Authority or Dog Warden’s direction in such circumstances.
		6. The Customer agrees to inform Itchy and Scratchy immediately should they see any signs of aggression in their pet. In the event that a Customer's dog does not behave as described on the signed Registration Form, the Customer must make arrangements (with help from Itchy and Scratchy) to move the dog to another location for the remainder of the boarding period.
4. Dog Walking Service
	1. Lead Rules and Group Walking
		1. The Customer agrees that dogs will routinely be walked on a lead, and only walked off-lead if written and signed consent is given by the Customer.
		2. The Customer agrees, understands and accepts that dogs may be walked in groups, but will always be accompanied by sufficient Dog Walkers as to remain in control of all dogs present.  Itchy and Scratchy commit that dogs identified as nervous or 'not dog friendly' will not be walked in groups.
	2. Weather
		1. Dog Walkers will apply personal judgment and cut short a walk if necessary because of extreme weather conditions (ie, heat, thunderstorms) for the safety of both the dogs and the walker.  Where practicable and possible, home visits shall be offered until standard services can be resumed.
	3. Aggression
		1. The Customer agrees to inform Itchy and Scratchy immediately should they see any signs of aggression in their pet.  The Customer agrees to take action pertaining to the potential aggression in their pet by, at the very minimum, purchasing a muzzle or other similar item to restrict their pet's biting action.  The Customer agrees that should Itchy and Scratchy see signs of aggression in a pet whilst in their care, the dog’s current walk shall be terminated immediately, and the dog returned home. A plan to address the aggression must be discussed and agreed by both parties prior to service being resumed.
		2. Itchy and Scratchy reserve the right to terminate Walking services with immediate effect in the event that a dog shows aggression toward the public whilst in their care.
	4. Unneutered Dogs
		1. The Customer understands and agrees that bitches in season will not be walked, and that Itchy and Scratchy shall not be held responsible for the unsolicited behaviour of un-neutered or un-spayed dogs, or for the dogs around them.  Issues regarding unwanted pregnancy are the responsibility of the Customer and the affected third party.  Where possible and space is available, bitches in season will be offered a home visit until the season is finished.

Itchy and Scratchy Pricing (from 01/01/22)

Home Boarding Charges (per day as defined in this Agreement)

|  |  |
| --- | --- |
| Adult | £25 per night |
| 2 Adults | £35 per night |
| 3+ Adults | £50 per night |
| Late Collection After 1pm | A day care charge will be incurred of £14 |
| Late Collection (after 8pm) | An extra night payment of £25 per dog |

1. Day Care Charges (per day as defined in this Agreement)

|  |  |
| --- | --- |
| Adult | £14 |
| Late Collection (after 6pm) | Add £11 per day to the adult rate |
| Late Collection (after 8pm) | Charged as boarding rate £25 |

1. Dog Walking Charges (per hour – weekdays only)

|  |  |
| --- | --- |
| Group Walks | £12 |
| Group Walks (2 dogs) | £19 |
| Solo Walks | £12 |
| Weekends | Add £5 per dog |

In signing this Agreement, both parties 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.

**For and on behalf of the Customer:**

Signed ................................................................................

Date ...........................................

**For and on behalf of Itchy and Scratchy home boarding services:**

Signed ................................................................................

* 1. Print
		1. The Customer understands and agrees that bitches in season will not be walked, and that Itchy and Scratchy shall not be held responsible for the unsolicited behaviour of un-neutered or un-spayed dogs, or for the dogs around them.  Issues regarding unwanted pregnancy are the responsibility of the Customer and the affected third party.  Where possible and space is available, bitches in season will be offered a home visit until the season is finished.

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In signing this Agreement, both parties 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.

**For and on behalf of the Customer:**

Signed ................................................................................

Date ...........................................

**For and on behalf of Itchy and Scratchy home boarding services:**

Signed ................................................................................

Print Name............................................................................ Date ...........................................