

# KTM PETS PET SITTING AND DROP-IN VISIT SERVICE AGREEMENT

Service Provider: KTM Pets (Keishia Hamilton)

Service Provider Address: Flat 3, 20 Station Street, Ilkeston, DE7 5TE

## 1. CONTRACT FORMATION

### 1.1 How This Agreement Is Formed

This Agreement becomes binding when **all** of the following occur:

- (a) The Client submits a completed booking request via the Service Provider's booking form (accessible on the relevant service page at [ktmpets.com](http://ktmpets.com));
- (b) The Client ticks the mandatory confirmation box acknowledging that they have read, understood, and agree to be legally bound by this Agreement;
- (c) **the Service Provider confirms acceptance of the booking, which may be effected by any of the following (whether individually or in combination):**
  - (i) creating or scheduling the booking within the Service Provider's booking system;
  - (ii) issuing a request or link for payment of the required deposit; and/or
  - (iii) providing written confirmation by email, SMS, or booking platform notification
- (d) The Client pays the required deposit in accordance with Clause 5.5.

Until all of the above steps have been completed, no binding contract shall exist and either party may withdraw without liability. For the avoidance of doubt, the timing requirements relating to deposit payment and reservation of booking slots are governed by Clause 5.5 and do not affect the existence of this Agreement once the deposit has been paid.

### 1.2 Electronic Acceptance

Ticking the confirmation box constitutes a legally binding electronic signature under the Electronic Communications Act 2000. The Service Provider retains records of acceptance, which may be relied upon as evidence in legal proceedings, subject to applicable court rules.

By submitting a booking request, the Client confirms and warrants that:

- a) they have accessed and reviewed this Agreement via the Service Provider's website;
- b) they have had reasonable opportunity to read, understand, and consider the terms prior to acceptance;
- c) they acknowledge and accept the cancellation and refund provisions set out in Clause 5 (including Clause 5.6);
- d) they understand that this Agreement contains limitations and exclusions of liability, where lawful; and
- e) they have had the opportunity to request clarification before submitting a booking request.

### 1.3 Definitions

**Client:** The individual or entity submitting the booking request, responsible for payment and compliance with this Agreement.

**Drop-In Visit:** A scheduled visit to the Client's property where the Service Provider provides continuous care for the Client's animal(s). Durations range from 30 minutes to 4 hours. The Service Provider does not leave the property during the scheduled service period. Animals remain in their home environment.

**Pet Sitting:** Extended in-home care provided at the Client's property for a continuous duration of 5 to 18 hours, typically including overnight care where applicable. For multi-night bookings, the Service Provider may leave the property for other commitments for up to twelve (12) hours within any twenty-four (24) hour period, unless otherwise agreed. The Client must confirm in writing that their animal(s) can be safely left alone during any agreed absence periods.

**24-Hour Pet Sitting:** Continuous in-home care provided at the Client's property for durations exceeding 18 hours within a 24-hour period, or where the Client requests that the Service Provider does not leave the property for more than 2-hours at a time. This service must be explicitly requested and agreed in advance and does not apply automatically based on booking duration.

**Content:** Photographs, videos, or other media of the Client's animal(s) created during services.

**Property:** The address where the animal(s) reside and where services are provided, unless otherwise agreed in writing.

**Gross Negligence:** Has the meaning under common law of England and Wales - conscious and voluntary disregard of reasonable care likely to cause foreseeable grave harm.

**Wilful Misconduct:** Intentional acts or omissions with knowledge that harm will result.

**Emergency Contacts:** Individuals designated by the Client to make decisions if the Client is unreachable during emergencies.

**Enclosure:** Any cage, tank, hutch, vivarium, or contained habitat housing one or more animals.

## 1.4 Pricing Transition Logic

When the calculated cost of continuous drop-in hours exceeds the base cost of a 12-hour pet sitting service, the booking will be priced as pet sitting. The Service Provider will inform the Client of this transition at the time of booking confirmation.

# 2. Services

## 2.1 Drop-In Visit Services

**Drop-in visits include:**

- Scheduled care at the Client's property during agreed timeframe
- Continuous presence for booked duration (Service Provider does not leave during service)
- Feeding and watering per Client's schedule
- Health and welfare monitoring
- Basic companionship and interaction
- Litter tray/enclosure spot cleaning (waste removal, substrate refresh)
- Medication administration (oral/topical only, with clear written instructions)
- Toileting support for dogs (garden access) and cats (litter tray access)
- Property security (securing entry points upon arrival and departure)
- Following Client security instructions (alarms, locks, restricted areas)
- Emergency response during service period
- Post-service updates to Client

**Not included unless agreed in writing:**

- Advanced grooming (bathing, haircuts, nail trimming)
- Deep cleaning of enclosures or property
- Formal training sessions (basic reinforcement during care is included)
- Transport of animals (except genuine emergencies - Clause 6.3)
- Home maintenance tasks beyond basic security checks
- Care extending beyond the booked continuous timeframe

## 2.2 Pet Sitting Services

**Pet sitting includes:**

- Extended care at Client's property (duration agreed at booking, from)
  - Sleep period on premises during overnight bookings
  - All services listed under Drop-In Visits (Clause 2.1)
  - Basic home maintenance (cleaning surfaces, taking bins out, tidying to maintain property as found)
  - Securing entry points when present and during absences
  - Locking doors from inside when sleeping
  - Emergency response during extended care period

**Multi-night pet sitting (2+ nights):**

The Service Provider may leave the property for work commitments during agreed periods (maximum 12 hours per day). At booking, the Service Provider will inform the Client:

- Whether they will leave the property during the booking
- Maximum daily absence duration (not to exceed 12 hours)
- Specific timeframe (e.g., "9am-5pm for other work commitments")

**The Client agrees that:**

- Their animal is safe to be left alone for the disclosed periods
- They understand the Service Provider is maintaining their animal's normal routine (as if the Client were at work)
- They accept the Service Provider is NOT providing 24/7 supervision unless explicitly booked as such

**Not included:**

- 24/7 continuous supervision during multi-night bookings (unless explicitly booked)
- Home maintenance beyond what is necessary to maintain property condition (e.g., major cleaning projects, repairs, gardening)
- All exclusions listed under Drop-In Visits (Clause 2.1)

## 2.3 24-Hour Pet Sitting

**24-hour pet sitting includes:**

- Continuous care at the Client's property for the agreed duration 18 hours within a 24-hour period)
- High-attendance presence with the Service Provider remaining on or near the premises for the majority of the service period
- Absences permitted for up to 2 hours at a time unless otherwise agreed in writing
  - Sleep period on premises where overnight care is included
- All services listed under Drop-In Visits (Clause 2.1)
- All services listed under Pet Sitting (Clause 2.2), including permitted absences within the limits defined above

**The Client must agree that:**

- Their animal(s) requires a higher level of supervision than standard pet sitting
- They are requesting restricted-absence care with a maximum absence of two (2) hours at a time
- They understand that the Service Provider may still leave the property within these limits unless otherwise agreed

**Not included:**

- Continuous or uninterrupted supervision beyond reasonable human requirements (e.g. sleep, short breaks)
- Any services outside the agreed duration or scope of care
- Home maintenance beyond what is necessary to maintain property condition
- All exclusions listed under Drop-In Visits (Clause 2.1) and Pet Sitting (Clause 2.2)

### 2.3.1 APPLICATION OF PET SITTING TERMS

Unless expressly stated otherwise within this Agreement, all 24-Hour Pet Sitting services shall be governed by the same terms, conditions, policies, and obligations applicable to Pet Sitting services as outlined in Clause 2.2 and throughout this Agreement. This includes, but is not limited to, provisions relating to deposits, payment deadlines, cancellations, refunds, notice periods, service limitations, and Client responsibilities.

Where any conflict arises between standard Pet Sitting provisions and the specific conditions of 24-Hour Pet Sitting, the terms defined under Clause 2.3 shall take precedence.

## 2.4 Service Period and Duty of Care

Services are provided during scheduled times only. The Service Provider is not present outside these times (except during overnight pet sitting sleep periods and multi-night bookings with disclosed absence periods).

**Duty of care applies:**

- During the scheduled service period
- For a reasonable period immediately before/after where circumstances observed during service require professional action

**Example:** If the Service Provider notices an animal displaying concerning symptoms at the end of a drop-in visit, they have a duty to notify the Client before leaving, not just during the visit itself.

The Service Provider is not liable for incidents occurring entirely outside the service period unless: (a) Clear warning signs were observed during the preceding service and the Service Provider failed to take reasonable action or notify the Client; or (b) The Service Provider's actions during the service directly caused the subsequent incident.

The Client remains responsible for the animal's care, environment, and welfare at all times outside scheduled services.

## 2.5 Service Hours

### Drop-In Visits:

- Weekdays (Monday-Friday): 9:00 AM - 9:00 PM
- Weekends (Saturday-Sunday): 10:00 AM - 8:00 PM
- 45-minute arrival window either side of scheduled time (e.g., a 3:00 PM service may occur between 2:15 PM and 3:45 PM)

### Pet Sitting:

Available 24 hours for booking start/end times

Service duration is typically 12 hours (not 24-hour continuous supervision unless explicitly booked)

Start and end times agreed at booking based on Client needs and Service Provider availability

## 2.6 Professional Discretion

The Service Provider retains full discretion over how care is delivered to ensure animal welfare and safety. This includes decisions about:

- Handling methods and interaction level appropriate to the animal's mood and behaviour on the day
- Activities and enrichment suitable for the animal's energy level and health status
- Environmental adjustments (temperature, lighting, access to outdoor spaces) based on conditions
- Timing and duration of activities within the booked service period

The Service Provider will follow Client instructions where they do not conflict with:

- Animal welfare and safety
- Service Provider safety
- Legal obligations
- Professional standards

**Example:** If Client instructs "always let dog out in garden for 30 minutes" but it's -5°C with ice on the ground, the Service Provider may shorten outdoor time or provide indoor toileting alternatives to prevent injury.

Where the Service Provider deviates from Client instructions for safety/welfare reasons, the Client will be notified as soon as reasonably practicable.

## 2.7 Recurring Bookings

Recurring services are subject to availability and must be confirmed in writing for each booking period. The Client must ensure all booking details remain current. Changes or cancellations are governed by Clause 5.6.

## 2.8 Species Accepted

The Service Provider accepts the following animals for both Drop-In Visits and Pet Sitting:

- Dogs (including Dangerous Dogs Act compliance requirements - Clause 9.3)
- Cats (indoor and outdoor)
- Rabbits (indoor and outdoor)
- Small animals (guinea pigs, hamsters, ferrets, rats, mice, gerbils)
- Birds
- Reptiles (case-by-case assessment for specialist species)
- Fish (feeding only, no tank maintenance)
- Other domesticated animals (subject to Service Provider approval)

#### Exclusions:

- Animals under 8 weeks old
- Dangerous Dogs Act banned breeds without valid Certificate of Exemption
- Animals with undisclosed aggressive behaviour
- Animals requiring specialist veterinary procedures beyond routine oral/topical medication administration

## 3. CLIENT OBLIGATIONS

### 3.1 Provision of Information and Data Protection

The Client must complete the Service Provider's booking form (available on the relevant service page at [ktmpets.com](https://www.ktmpets.com)) accurately and in full before the first service. This form is completed **once** and remains the definitive record of all Client and animal information, applying to all future bookings unless updated in writing and confirmed by the Service Provider.

Failure to provide complete, accurate information may result in service suspension or cancellation without refund.

#### **Who Can Update Information:**

Only the account holder may update the submitted information. Emergency contacts or third parties may only authorize changes if they:

- Reside in the same household
- Are over 18
- Are known to the Service Provider
- Are expressly identified as decision-makers in the booking form

#### **Data Protection Notice:**

KTM Pets is the data controller. Lawful bases for processing:

- Performance of this contract (Article 6(1)(b) UK GDPR)
- Legitimate interests in accurate records and animal welfare (Article 6(1)(f) UK GDPR)

Personal data is processed according to the Privacy Policy at <https://www.ktmpets.com/legal-info-and-policies> (provided before booking). The Service Provider uses Jotform (UK GDPR-compliant) to collect booking data and other GDPR-compliant platforms detailed in the Privacy Policy for secure storage and processing.

**Data retention:** Active clients (duration of relationship), former clients (3 years after last service), financial records (6 years - legal requirement).

**Client rights:** Access, rectification, erasure, restriction, objection, data portability. See Privacy Policy or contact the Service Provider. By submitting a booking, the Client confirms they have read the Privacy Policy.

### 3.2 Microchipping

All dogs and cats must be microchipped (legal requirement in England and Wales). Microchip data must be accurate, current, and traceable to the correct owner. Where verification fails, the Service Provider may suspend services until confirmed.

### 3.3 Health and Safety Disclosure

The Client must disclose all medical conditions, illnesses, parasites, or health concerns affecting the animal that may pose a risk to the Service Provider, other animals in the Service Provider's care, or third parties.

**Material breach:** Knowingly withholding health information. The Client accepts full liability for resulting losses, including veterinary costs, medical treatment, lost income, and damages.

Where illness or infection is transmitted due to non-disclosure, the Service Provider may pursue civil remedies.

### 3.4 Emergency Contacts

The Client must provide at least two emergency contacts (over 18, aware of their role, reasonably available during service hours). The Client is responsible for ensuring contact details are accurate and current. The Service Provider is not liable for delays resulting from unreachable or incorrect contacts.

### 3.5 Emergency Veterinary Authorisation

The Client must select their emergency veterinary spending authorization limit on the booking form (completed once, applies to all future bookings unless updated):

- £250
- £500
- £1,000
- No Limit

The Service Provider is authorized to approve emergency veterinary treatment up to the Client's chosen limit. Beyond that limit, veterinary professionals make treatment decisions based on clinical necessity and animal welfare obligations.

The Client is financially responsible for ALL emergency veterinary costs regardless of the authorization limit. The Service Provider's insurance covers up to £1,250 per animal (subject to policy terms and exclusions). The Client is liable for any insurance excess and amounts beyond policy coverage.

### 3.6 Equipment

The Client must provide:

- Fresh water and clean bowls
- Appropriate food and feeding equipment
- Secure, well-fitted collar or harness (for dogs)
- Litter trays and substrates (for cats and relevant small animals)
- Enclosure cleaning supplies (for caged/contained animals)
- Medications with clear written administration instructions
- Treats or behavioural aids (where relevant)
- Muzzle (where legally or behaviourally required)

All equipment must be fit for purpose, clean, and in good condition. The Service Provider may refuse service where equipment is unsafe.

#### **Emergency Equipment (if applicable):**

Where the animal requires emergency supplies (EpiPen, inhaler, seizure medication, emergency contact information):

- (a) Provide equipment in a clearly identified, fixed, accessible location inside the property
- (b) Describe exact location in booking form (e.g., "red box on hook inside front door")
- (c) Show location to Service Provider during meet-and-greet or first service
- (d) Notify Service Provider immediately if location changes

The Service Provider will verify and photograph emergency equipment locations before the first service.

#### **Emergency Equipment for Evacuation:**

The Client must provide suitable carriers, crates, or transport equipment stored in an accessible location for emergency evacuation scenarios (fire, gas leak, flooding, break-in). The Service Provider is not liable for inability to safely evacuate animals where suitable equipment is not provided.

### 3.7 Property Access

The Client must ensure safe, secure, unobstructed access to the property. This includes secure locks, stable flooring, adequate lighting, and absence of hazards (ice, loose wiring, broken steps, unsecured exits).

#### **Keys and Access Codes:**

Provide all keys/codes at least 48 hours before the first service. Access credentials will be tested:

- At the meet-and-greet (if provided then); or
- Upon arrival for the first service (before commencing care)

If credentials don't work and cannot be resolved within 15 minutes, Clause 3.11 (Access Issues) applies.

**Changed Credentials:**

Where credentials are changed without 48 hours' notice and access fails:

- (a) Service cancelled per Clause 3.11
- (b) Full fee remains payable
- (c) Service Provider will attempt to contact Client/emergency contacts

**Liability:** The Service Provider is not liable for welfare issues when access is impossible due to incorrect Client-provided credentials, provided credentials previously worked (or were tested at meet-and-greet) and reasonable contact attempts were made within 15 minutes.

**Key/Access Code Storage and Return:**

The Service Provider will store Client keys and access codes securely and use them solely for service provision. Keys will be returned or access codes deleted upon:

- Client request
- Termination of services
- Change of locks/codes by Client

The Service Provider is covered for loss or theft of Client keys up to £10,000 under business insurance (Clause 8.2). The Client should maintain their own home insurance as primary coverage for lock replacement and security costs.

### 3.8 Security

The Client must provide written security instructions where applicable (alarm codes, restricted areas, specific locking procedures). The Service Provider will take reasonable steps to secure the property but is not liable for pre-existing vulnerabilities unless caused by gross negligence.

**Drop-In Visits:**

The Service Provider will:

- Lock all entry points upon departure
- Set alarms per Client instructions
- Follow any specific security procedures provided in writing
- Report any security concerns immediately

**Pet Sitting:**

The Service Provider will:

- Lock doors from inside when present in the property
- Secure all entry points when leaving during agreed absence periods
- Set alarms per Client instructions
- Follow any specific security procedures provided in writing

**All Services - Service Provider NOT Liable For:**

- Pre-existing security vulnerabilities (broken locks, faulty alarms, unsecured windows)
- Third-party access outside the Service Provider's control (family members with keys, landlords, emergency services, burglars who bypass reasonable security measures)
- Property damage from forced entry during emergency evacuation (fire, gas leak, etc.)

### 3.9 Unsafe Conditions

Where the property presents serious, imminent health/safety risks (unsanitary conditions, structural hazards, aggressive animals, biohazards) that cannot be immediately addressed, the Service Provider may:

- (a) Request immediate rectification before proceeding

- (b) Suspend service pending rectification (service rescheduled without penalty, pre-paid fees credited)
- (c) Terminate Agreement per Clause 10.2 if conditions not rectified within 48 hours of written notice

Where the Service Provider reasonably believes an animal is suffering due to environmental conditions, the Service Provider may notify RSPCA, local authority, or police (Animal Welfare Act 2006 obligations).  
Photographic/written evidence will be provided where safe to do so.

### 3.10 Behavioural Requirements

The Client must disclose all known behavioural issues, triggers, or handling risks before services begin and update promptly if circumstances change.

**Non-aggressive behaviour:** The Client warrants animals do not exhibit aggression toward the Service Provider, public, other animals, or themselves. Failure to disclose aggression is a material breach resulting in immediate termination and full liability for resulting harm.

**Basic obedience:** Animals must demonstrate reliable basic obedience appropriate to their species (e.g., dogs responding to "come," "sit," "stay," "leave it"; cats tolerating handling for medication/grooming where relevant).

Animals posing safety risks may have services refused, suspended, or terminated at Service Provider discretion. Full charges remain payable (Clause 5).

**Escape risk behaviour:** Grounds for immediate termination. Client fully liable for resulting injury/damage.

### 3.11 Access Issues

If access cannot be obtained within 15 minutes of scheduled time due to Client-controlled issues (incorrect/missing keys, access codes, equipment, restricted access, unsafe conditions, refusal of entry), the service will be cancelled and charged in full.

Repeated access incidents may result in termination (Clause 10.2).

### 3.12 Emergency Third-Party Intervention

In emergencies where the property cannot be accessed and the animal's welfare is at immediate risk (e.g., fire alarm activated, visible distress, medical emergency), the Service Provider may contact emergency services (police, fire service, RSPCA) or engage third-party services (locksmith) to gain access.

The Client agrees to bear full financial responsibility for associated costs. The Service Provider is not liable for property damage or security risks resulting from emergency access, provided actions were taken in good faith to protect animal welfare.

### 3.13 Damage by Animal

The Client accepts full responsibility for damage caused by their animal, including behavioural damage and accidents. The Service Provider is not liable for undisclosed behavioural tendencies.

The Client agrees to secure valuable or fragile items before services begin.

### 3.14 Third Parties Present

**All Services:** The Service Provider will not accept bookings where other persons are planned to be present during the service period. This applies to both drop-in visits and pet sitting.

Services are provided exclusively to the Client's animal(s) in a controlled, safe environment. Presence of other persons:

- Creates safety risks for the Service Provider
- Interferes with professional service delivery
- May invalidate insurance coverage
- Prevents the animal from receiving undivided attention

**Exceptions (Prior Written Approval Required):**

- Emergency situations where third parties must enter property (emergency services, urgent repairs)
- Pre-arranged brief visits (e.g., Client returning home during drop-in to collect item) with minimum 24 hours' notice

Where undisclosed third parties are present upon Service Provider arrival:

- Service Provider may refuse to commence service
- Full service fee remains payable
- Repeated occurrences may result in immediate termination per Clause 10.2

The Service Provider is not responsible for actions, injuries, or incidents involving undisclosed third parties present during services.

### 3.15 Disclosure of Illness, Infection, or Parasites

The Client must disclose known or suspected illness, infection, or parasitic conditions, including recent illness within 14 days prior to each service (even if symptoms have resolved). Failure may result in service refusal and liability for spread/contamination.

### 3.16 Property Use and Facilities

The Service Provider may use household facilities as reasonably necessary for service delivery and personal needs during services. This includes:

**Kitchen Appliances:** Ovens, microwaves, kettles, fridges, dishwashers, toasters, air fryers for meal preparation (personal and animal food preparation), cleaning dishes (including pet bowls), storing supplies.

**Bathroom Facilities:** Toilets, sinks, showers for personal hygiene and animal care (e.g., cleaning supplies, washing hands after handling).

**Living Room Appliances:** TVs, speakers, entertainment devices during extended stays for comfort and downtime.

**Furniture:** Sofas, chairs, beds (where overnight accommodation is required) for appropriate use during service period.

**General Wear and Tear:** The Client acknowledges that minor, incidental wear may occur including light scuffing of floors, transfer of pet hair, paw prints (especially during inclement weather), and reasonable use of household items for care delivery. These are considered inherent to in-home pet care and do not constitute damage.

**Client Responsibility:** If specific appliances, areas, or furnishings are not to be used, the Client must clearly mark them or inform the Service Provider in writing before the booking.

The Service Provider is not liable for accidental damage, faults, or malfunctions arising during responsible use of facilities, or damage caused by animals during care. Pre-existing faults or vulnerabilities remain the Client's responsibility.

### 3.17 CCTV AND MONITORING DEVICES

The Client must disclose the presence and location of all CCTV cameras, audio recording devices, and any other monitoring or surveillance equipment within or around the property prior to the commencement of services. This includes all internal and external devices regardless of location.

Cameras or recording devices must not operate in the following areas for the duration of the Service Provider's stay:

- Bedrooms
- Bathrooms
- En-suites
- Any room or area where the Service Provider is sleeping

All such devices must be disabled, deactivated, or removed prior to the Service Provider's arrival. Where this has not been completed in advance, the Service Provider reserves the right to cover or block the field of view of any active device within these areas for the duration of the service.

CCTV and monitoring devices in all other areas of the property may remain in operation, provided they have been fully disclosed in advance.

Failure to disclose or comply with this clause may result in modification, suspension, or termination of services at the discretion of the Service Provider. This clause forms a material condition of service acceptance.

## **4. Service Provider Responsibilities**

### **4.1 Professional Service Delivery**

Services include safe handling, appropriate care per booked service type, health observations, property security, and return of property to secure state at service conclusion.

Services are strictly limited to booked duration and scope. No additional tasks unless expressly agreed in writing.

### **4.2 Communication**

The Service Provider will communicate essential operational updates (availability, scheduling, pricing, business operations) via Client's preferred contact method.

General announcements may be shared via social media (Instagram) as supplementary communication only. Social media does not replace direct Client communication regarding bookings or contractual matters.

### **4.3 Service Updates**

Following each service, the Service Provider will provide an update on the animal's wellbeing and service delivered. May include observations on behaviour, mood, toileting, notable occurrences. Arrival/departure times may be communicated where applicable.

Updates are for transparency and reassurance and do not constitute veterinary, behavioural, or medical advice.

### **4.4 Photographs and Videos**

Photos/videos of the animal may be provided at Service Provider discretion or upon request where reasonably feasible. No guarantees regarding frequency, quality, or content (affected by conditions, lighting, animal behaviour).

Use of images/footage for marketing requires separate consent (Clause 15).

### **4.5 Emergency Response**

In emergencies, the Service Provider will act promptly per Clause 6. This may include safeguarding animal welfare and attempting to contact Client/emergency contacts.

### **4.6 Behavioural Concerns**

Behavioural concerns observed during services (stress, anxiety, aggression, unusual behaviour) will be communicated to Client. The Service Provider may recommend reasonable adjustments to handling, equipment, or service structure for safety/welfare.

### **4.7 Respect for Property**

The Service Provider will exercise reasonable care while accessing property. This includes securing entry points, respecting restricted areas, using facilities appropriately. Accidental damage caused directly by Service Provider will be reported promptly and addressed per liability provisions (Clause 7).

### **4.8 Following Client Instructions**

The Service Provider will follow written Client instructions on animal care, handling, equipment use, and property access, provided instructions do not conflict with safety, welfare, or legal obligations.

Where emergencies arise or instructions would create risks, the Service Provider may deviate per emergency provisions (Clause 6).

## 4.9 Professional Conduct

All services performed with reasonable skill, care, and professionalism consistent with industry standards for professional pet care, including respectful communication, appropriate supervision, reasonable responsiveness, and adherence to operational standards.

# 5. PRICING, PAYMENT, AND CANCELLATIONS

## 5.1 Service Pricing

### 5.1.1 DROP-IN VISITS PRICING:

Duration	Base Price (1 animal)	Additional Animals
30 minutes	£16.00	+£8.00 per animal
1 hour	£19.50	+£8.00 per animal
2 hours	£35.00	+£8.00 per animal
3+ hours	Calculated hourly	+£8.00 per animal per hour

### 5.1.2 PET SITTING PRICING:

Per 24-Hours	Cat/Small Animal Base	Dog Base	Additional Animals
Between 5-18 hours	£60.00	£70.00	+£8.00 per animal
Over 18 hours	£120	£120	+£8.00 per animal

#### Enclosure Pricing Rule:

Multiple animals housed in the same enclosure (cage, tank, hutch, vivarium) are counted as ONE animal for pricing purposes, as they require the same maintenance routine. Animals outside enclosures are counted individually regardless of species.

Example: 1 dog + 2 cats + 1 rabbit hutch (containing 2 rabbits) = 4 animals for pricing.

#### 24-Hour Pricing Rule:

24-hour pricing applies regardless of duration once criteria is met.

Example: If the Client requests that their animal(s) are not left alone for more than 2 hours at a time, the booking will be classified and charged as 24-hour pet sitting, regardless of the total number of hours booked.

## 5.2 Universal Multipliers (Both Services)

Condition	Drop-In Visits	Pet Sitting
Travel Time 30-45 minutes	+£5.00	+£5.00
Travel Time 45+ minutes	+£10.00	+£10.00
Public/Bank Holidays	+15% total booking	+15% total booking
Short-Notice (<72 hours)	+10% total booking	+15% total booking

**Public/Bank Holidays include:** All UK bank holidays, Christmas Day, Boxing Day, New Year's Day, Easter Sunday, Easter Monday.

## 5.3 Short-Notice Bookings

Booking requests within 72 hours of scheduled start time are short-notice bookings.

Once accepted and paid, **no refunds, credits, rescheduling, or changes available** except:

- Animal death before service (full refund including deposit)
- Service Provider cancellation (full refund including deposit)
- Force Majeure affecting Client (Clause 13)

## 5.4 Deposits

### Drop-In Visits:

- 25% of total booking cost required as deposit
- Must be paid within 48 hours of booking confirmation
- Non-refundable except Service Provider cancellation, animal death, or Force Majeure

**Pet Sitting:**

- 50% of total booking cost required as deposit
- Must be paid within 48 hours of booking confirmation
- Non-refundable except Service Provider cancellation, animal death, or Force Majeure

Deposits secure the booking and reserve allocated capacity. Until deposit is received, the booking slot remains unconfirmed and may be allocated to other clients. The Service Provider accepts no responsibility for unconfirmed bookings lost due to other clients securing the slot first.

Deposits represent genuine pre-estimate of loss (administrative costs, opportunity cost of declined bookings, allocated capacity), not a penalty.

## 5.5 Payment Terms

**Payment Methods:** Via ktmpets.com using Wix payment system (debit/credit card, PayPal, Apple Pay). Cash not accepted.

**Payment Schedule:**

Service Type	Deposit Due	Balance Due
Drop-In Visits	Within 48 hours of booking	5 calendar days before service start
Pet Sitting	Within 48 hours of booking	10 calendar days before service start

Partial payments permitted provided total is paid by deadline.

**Late Payments:**

Where balance outstanding within required timeframe, Client notified and must settle within 48 hours. If not paid within 48 hours, +10% late fee applies to outstanding amount and Service Provider may cancel booking without refund of amounts already paid.

**Repeated Payment Issues:**

Clients repeatedly failing payment deadlines may be required to prepay future bookings in full or may be refused service.

## 5.6 Cancellation and Refund Policy

**5.6.1 DROP-IN VISITS REFUND POLICY:**

Notice Period	Refund
7+ days before service start	Full refund minus deposit (deposit retained)
5-6 days before service start	50% refund of amounts above deposit (deposit retained)
Less than 5 days before service start	No refund (all amounts retained)

**5.6.2 PET SITTING REFUND POLICY:**

Notice Period	Refund
14+ days before service start	Full refund minus deposit (deposit retained)
10-13 days before service start	50% refund of amounts above deposit (deposit retained)
Less than 10 days before service start	No refund (all amounts retained)

**Short-Notice Bookings (Both Services):**

No refunds available except:

- Animal death before service (full refund including deposit with reasonable evidence)
- Service Provider cancellation (full refund including deposit)
- Force Majeure affecting Client (Clause 13)

**Notice Calculation:** From time written notice received to scheduled start time.

**Recurring Bookings:**

- Cancellation of individual services: Above notice periods apply

- Cancellation of entire series: Notice period applies to next scheduled service (Clause 5.6.7 Recurring Bookings)

### 5.6.3 Rationale

KTM Pets is a sole trader with limited capacity. Each booking reserves finite time that could be allocated to other clients. Where bookings are made in advance, clients have reasonable opportunity to provide adequate notice. Deposits compensate for administrative costs and opportunity costs. Different notice periods reflect different risk profiles (pet sitting requires longer advance booking and planning).

### 5.6.4 Cancellation by Service Provider

If Service Provider cancels, Client entitled to:

- Full refund of all amounts paid (including deposit); or
- Full credit toward future booking (Client's choice)

### 5.6.5 Death of Animal

Where Client's animal dies before scheduled service, Client entitled to full refund of all amounts paid (including deposit) upon request with reasonable evidence.

### 5.6.6 Illness or Injury of Animal

For illness/injury, notice must be provided within the standard notice periods (Clause 5.6) to be eligible for refund. Notice later than this: no refund except where animal death occurs (Clause 5.6.3).

### 5.6.5 Force Majeure

Payments, credits, cancellations, or refunds due to Force Majeure governed by Clause 13. No automatic refund right except where required by law.

### 5.6.6 Severe Weather

Where services disrupted/cannot be safely provided due to severe weather:

- Deposit remains non-refundable
- Remaining balance may be credited toward future booking where service cannot reasonably be rescheduled
- Service Provider will communicate with Client regarding alternative arrangements

### 5.6.7 Recurring Bookings

#### **Cancelling Individual Services Within a Recurring Series:**

Standard cancellation notice periods apply (Clauses 5.6 for drop-in visits, pet sitting).

**Example:** If you have weekly Wednesday drop-in visits booked and want to cancel next Wednesday only, you must provide 7+ days' notice for full refund minus deposit, 5-6 days for 50% refund, etc.

#### **Cancelling Entire Recurring Series:**

To cancel all future services in a recurring series, written notice must be provided at least:

- **Drop-in visits:** 7 calendar days before the next scheduled service
- **Pet sitting:** 14 calendar days before the next scheduled service

Services already within the cancellation window at the time of series cancellation will be charged per standard cancellation policy (no refund if within <5 days for drop-ins, <10 days for pet sitting).

**Example:** You have recurring pet sitting booked every Friday. On Monday 6th January, you cancel the entire series. The next booking is Friday 10th January (4 days away). You will be charged in full for the 10th January booking (as it falls within the 10-day cancellation window), but all future bookings beyond the 10-day window will not be charged.

## 5.7 Service Modifications

Requests to modify dates/times must be submitted in writing at least 5 calendar days (drop-in visits) or 10 calendar days (pet sitting) before scheduled start. Subject to availability and written acceptance.

Modification requests within required notice periods may be treated as cancellations governed by Clause 5.6.

## 5.8 Payment Enforcement

Client fully responsible for all amounts due. Where payment not made per these terms, Service Provider may suspend/terminate services and take reasonable steps to recover outstanding sums, including administrative, legal, or recovery costs where applicable.

# 6. EMERGENCY PROTOCOLS

## 6.1 Medical Emergencies

In medical/welfare emergencies during services, Service Provider immediately prioritises animal's safety, health, and wellbeing. Where circumstances permit and safe, Service Provider will assess condition and take first-response measures within scope of training (pet first aid, removing from danger).

Where injury/illness appears serious, urgent, or life-threatening, Service Provider authorised to seek emergency veterinary assistance without delay. Service Provider not liable for delays, complications, or outcomes arising from nature, severity, timing, or circumstances of incident, provided acting reasonably, in good faith, without gross negligence or wilful misconduct.

## 6.2 Financial Responsibility for Emergency Care

### **Insurance and Cost Allocation:**

- (a) Service Provider will submit eligible costs to business insurance (up to £1,250 per animal per incident, subject to policy terms/excesses/exclusions)
- (b) Client responsible for:
  - Costs exceeding insurance limit
  - Costs excluded under policy
  - Insurance excess/deductible
  - Costs where insurer denies claim due to Client-controlled circumstances (non-disclosure of pre-existing conditions, failure to provide required information)
- (c) Service Provider will provide Client with all invoices, receipts, insurance correspondence within 14 days

**Pre-Existing Conditions:** Client strongly advised to maintain pet insurance. Where animal has pre-existing condition requiring emergency treatment, Client should verify policy covers emergency care during professional services.

Where incident arises from pre-existing condition not disclosed or circumstances within Client control, Client remains primarily liable for all costs. Service Provider insurance may not respond.

### **Payment Terms:**

Where Service Provider pays costs directly:

- Costs covered by insurance: Service Provider bears cost up to policy limit
- Costs exceeding/excluded: Client must reimburse within 14 days of invoice
- Disputed costs: Parties engage in good faith to resolve; if unresolved, refer to mediation/court

Nothing limits Client's right to claim from own pet insurance.

Client acknowledges veterinary care may be obtained at clinic other than animal's usual practice due to proximity, availability, urgency, or circumstances beyond control. Service Provider not liable for decisions, actions, or outcomes of veterinary professionals, provided Service Provider acted reasonably and in good faith.

## 6.3 Emergency Transportation

Client acknowledges Service Provider does not operate motor vehicle. Where emergency transport required, Service Provider may use most accessible method available (public transport, taxis, rideshares, third-party assistance).

Client consents to such transport and accepts availability, delays, costs, conditions may be beyond control. All transportation costs borne by Client.

Service Provider not liable for delay, injury, loss, or consequence from actions/omissions/policies/availability of third-party transport, provide Service Provider acted reasonably and in good faith.

**Note:** Under normal service delivery (drop-in visits and pet sitting), animals do not leave the property. Emergency transportation applies only to genuine emergency scenarios requiring immediate veterinary attention.

## 6.4 Emergency Contact Procedures

Client must provide minimum two emergency contacts (over 18, authorized decision-makers, reasonably reachable during service hours). Client responsible for accurate, current details.

In emergency, Service Provider will make reasonable efforts to contact Client. **Minimum standard:** At least two contact attempts to Client, at least one to each emergency contact (where circumstances permit).

Where situation assessed as life-threatening or delay would materially increase serious harm risk, Service Provider authorized to act immediately in animal's best interests without completing contact attempts.

Client acknowledges Service Provider may be managing safety-critical situations during emergencies. Uninterrupted phone access may not be possible. Primary obligation is immediate animal welfare.

## 6.5 Sudden Deterioration or Symptoms

Where animal displays sudden/severe symptoms (collapse, seizures, respiratory distress, significant bleeding, extreme disorientation), Service Provider will:

- Remove from further harm where possible
- Initiate emergency contact procedures where circumstances permit
- Seek/arrange urgent veterinary assistance without prior approval if life-threatening or rapidly deteriorating

All actions documented as soon as reasonably practicable. Service Provider not liable for outcomes from sudden medical episodes, provided actions taken reasonably, in good faith, without gross negligence or wilful misconduct.

## 6.6 Death of Animal

If animal passes away during care or discovered deceased at service start, Service Provider will act with urgency, care, professionalism.

Reasonable steps taken to confirm condition, contact Client, seek veterinary guidance. Where Client unreachable, emergency contacts/veterinary practice contacted for direction.

Where necessary, Service Provider may arrange respectful transport/temporary holding of deceased animal until responsibility assumed by Client/authorized representative.

### **Financial Responsibility:**

Client is responsible for all veterinary, transportation, storage, cremation, and aftercare costs arising from animal death **except where death proven to have been caused solely and directly by Service Provider's gross negligence or wilful misconduct** (see liability framework below).

### **Liability:**

Service Provider not liable for death occurring:

- After service conclusion
- From pre-existing conditions, age-related issues, latent illness
- From events outside Service Provider's presence/control

Liability only arises where proven (balance of probabilities) that death was caused solely and directly by Service Provider's failure to exercise reasonable care during active service provision, not by underlying/concurrent/subsequent cause.

Where Service Provider liability is established, Service Provider is responsible for reasonable costs directly attributable to the proven negligent act, subject to insurance limits (Clause 8.2).

## 6.7 Euthanasia - No Authority

Service Provider does not have legal authority to consent to euthanasia under any circumstances. Only legal owner may authorize.

In emergency where vet advises euthanasia necessary to prevent suffering and Client cannot be reached:

- (a) Service Provider makes all reasonable attempts to contact Client/all emergency contacts immediately
- (b) Service Provider requests vet attempt to contact Client directly
- (c) Service Provider requests vet stabilize animal and delay euthanasia as long as medically appropriate while contact attempts continue
- (d) Service Provider documents all contact attempts and veterinary advice
- (e) If Client remains unreachable and vet determines further delay would cause unnecessary suffering and euthanasia is only humane option, vet may proceed on own professional judgment per veterinary ethics and animal welfare law
- (f) Service Provider informs vet of Client's emergency contact information and any known preferences but cannot provide legal consent

**Client Acknowledgment:**

- Emergency situations may arise where Client cannot be reached
- Vets have professional/legal duties to prevent animal suffering
- Service Provider cannot legally consent to euthanasia
- Client should ensure emergency contacts reachable during service hours
- Client may provide advance written guidance (not binding authorisation) on preferences in extreme scenarios

Service Provider not liable for outcomes from emergency euthanasia decisions made by vets per professional judgment and animal welfare obligations, provided Service Provider made all reasonable contact attempts and documented circumstances.

## 6.8 Property Access During Emergencies

Where emergency requires immediate property access/exit, Service Provider authorized to take reasonable, proportionate action to protect animal welfare, themselves, and involved third parties. May include non-standard entry/exit where absolutely necessary (fire, gas leak, flooding, structural failure).

Service Provider not liable for resulting property damage, security risks, or costs from emergency actions carried out in good faith to prevent/minimize harm. Client responsible for ensuring adequate access arrangements and disclosing known risks/limitations in advance.

## 6.9 Service Provider Incapacity

If Service Provider becomes unexpectedly incapacitated during services, reasonable efforts made to inform Client and arrange suitable alternative where necessary to safeguard animal welfare.

Where no pre-approved arrangement available and urgent action required, Service Provider may authorize temporary third-party assistance solely to prevent harm. Service Provider not liable for delays/outcomes from sudden incapacity, provided reasonable efforts made to respond appropriately.

Where incapacity requires urgent medical attention, Client acknowledges Service Provider may be unable to continue care activities and shall not be liable for consequences during such periods, provided Client/emergency services notified as soon as reasonably practicable.

## 6.10 Incidents During Absence Periods (Multi-Night Pet Sitting)

**Drop-In Visits:** Service Provider present during entire booked timeframe. This clause does not apply.

**Pet Sitting - Single Night:** Service Provider remains on premises except for essential/emergency trips. This clause does not apply.

**Pet Sitting - Multi-Night (2+ nights):** Where Client has consented in writing to disclosed absence periods (maximum 12 hours per day for work commitments):

The Client acknowledges:

- The animal is unsupervised during disclosed absence periods (same as if Client were at work)
- The Service Provider is maintaining the animal's normal routine, not providing 24/7 supervision
- The property and environment must be safe for the animal to be left alone during these periods

The Service Provider is NOT liable for harm, loss, injury, damage, or deterioration occurring during disclosed, consented absence periods unless:

- (a) Risk was reasonably foreseeable during immediately preceding service; and
- (b) Risk could have been prevented during that service; and

(c) Harm resulted directly from Service Provider's gross negligence or wilful misconduct  
Service Provider not liable for incidents from hazards, items, food, substances already present and accessible within property unless Service Provider materially altered environment creating new, foreseeable risk.  
Client solely responsible for ensuring property, environment, and items accessible to animal are safe during periods when Service Provider not present.

## 6.11 Personal Service

All services provided by Keishia Hamilton personally. Service Provider does not delegate, subcontract, or substitute to any other individual under any circumstances.

Where Service Provider unexpectedly unable to fulfil scheduled service (illness, emergency, unforeseen circumstances):

- (a) Client notified as soon as reasonably possible
- (b) Service cancelled and rescheduled at no penalty, or full refund if rescheduling unacceptable
- (c) Service Provider makes reasonable efforts for advance notice where possible (may not be feasible in genuine emergencies)

Personal nature is fundamental contract term. Clients book to receive care from Keishia Hamilton based on qualifications, experience, approach.

## 7. LIABILITY AND INDEMNIFICATION

### 7.1 Standard of Care and Property Use

Service Provider exercises all reasonable care accessing property and performing services. Client acknowledges limited, incidental interaction with household fixtures/furnishings/facilities may occur where reasonably necessary (particularly during pet sitting services).

Service Provider not liable for minor accidental damage, faults, or wear/tear from reasonable use in normal service delivery, provided not negligence or misuse. Client responsible for advising Service Provider of restricted areas, fragile items, specific instructions.

Normal, incidental pet care effects (paw prints, pet hair transfer, minor scuffing, water use for feeding/hygiene/cleaning) acknowledged as inherent to services and do not constitute damage or complaint grounds.

Significant damage caused directly by Service Provider will be reported immediately. Liability assessed per insurance framework (Clause 8).

### 7.2 Injury to Animals

Service Provider exercises reasonable skill and care per standard expected of competent professional pet care provider.

Client acknowledges in-home pet care involves inherent risks:

- Unpredictable animal behaviour
- Pre-existing health/behavioural conditions
- Environmental hazards within property
- Risks not reasonably foreseeable/preventable despite reasonable care

#### **Limitation of Liability:**

Service Provider not liable for injury, illness, collapse, deterioration, or death unless proven: (a) Harm caused directly by Service Provider's breach of duty to exercise reasonable skill/care; and (b) Harm reasonably foreseeable as consequence of breach; and (c) Harm would not have occurred but for breach

Service Provider not liable for:

- Harm from pre-existing conditions (whether disclosed or not) unless Service Provider negligence materially worsened condition
- Harm from risks inherent to pet care that cannot be eliminated despite reasonable care
- Harm caused by third parties, other animals, environmental factors outside control, unless Service Provider negligently failed to respond appropriately
- Harm from inaccurate/incomplete Client information where Service Provider relied in good faith
- Harm from age-related issues, latent illness, or events outside Service Provider's presence/control

**Liability only arises where proven (balance of probabilities) that injury, illness, or death was caused solely and directly by Service Provider's failure to exercise reasonable care during active service provision, not by underlying, concurrent, or subsequent cause.**

Where Service Provider business insurance responds, Client recovery limited to insurance policy limits (Clause 8.2).

Nothing excludes/restricts liability for death/personal injury caused by negligence (UCTA 1977 s.2(1)).

Where injury or illness occurs, Service Provider notifies Client as soon as reasonably practicable and takes appropriate action consistent with circumstances/pre-agreed instructions. For death of animal, see Clause 6.6.

### 7.3 Loss or Escape

All reasonable steps taken to prevent loss/escape, including proper handling, secure property checks, following Client instructions.

Client acknowledges absolute prevention cannot be guaranteed due to factors beyond control.

Service Provider not liable for loss/escape from unforeseeable events, third-party interference, animal behaviour, environmental hazards, or property vulnerabilities not caused by Service Provider negligence.

Where loss occurs, Service Provider takes reasonable steps to notify Client/relevant authorities as soon as practicable, subject to Service Provider's safety/medical capacity.

**Service Provider Public Liability Insurance:** Up to £5,000,000 to cover claims during services (Clause 8.2).

#### **Client Responsibility:**

Client responsible for animal's behaviour and liable for damage/injury caused by animal to third parties where:

(a) Damage/injury results from behavioural issues, aggression, tendencies that:

- Were known to Client and not disclosed; or
- Should reasonably have been known based on animal's history; and

(b) Service Provider handling animal per reasonable professional standards and information provided

#### **Indemnity:**

Where third party claims against Service Provider for damage/injury by Client's animal, and:

- Service Provider insurance doesn't cover due to Client non-disclosure, policy exclusions re: known behavioural issues, or claim exceeding limits; and
- Damage/injury wouldn't have occurred if Client provided accurate behavioural information;

Client indemnifies Service Provider for reasonable costs defending/settling claim (including legal fees), provided Service Provider:

- Notifies Client promptly
- Provides reasonable opportunity to participate in defence
- Acts reasonably in defending/settling

Indemnity doesn't apply where claim arises from Service Provider negligence, breach of duty, or failure to follow disclosed handling instructions.

**Client Insurance:** Client strongly advised to maintain third-party liability insurance for animal as part of pet insurance. Client should verify policy covers incidents during professional care.

### 7.5 Unforeseen Circumstances

Service Provider not liable for failure/delay performing services where resulting from events beyond reasonable control (illness, injury, emergencies, severe weather, transport disruption). Where possible, Client notified and alternative arrangements/refunds considered per Service Provider policies.

### 7.6 Behavioural Risks

Client warrants all known behavioural issues, triggers, handling requirements fully disclosed. Service Provider may terminate/modify service immediately where animal behaviour presents safety risk. Service deemed provided; no refund due.

Client accepts responsibility for all consequences from undisclosed/misrepresented behavioural issues.

## 7.7 Veterinary Care and Costs

In emergency, Service Provider authorized to seek veterinary care where reasonably necessary for animal welfare. All veterinary/associated costs borne by Client unless proven incurred solely from Service Provider gross negligence or wilful misconduct.

Service Provider not responsible for veterinary treatment outcomes sought in good faith.

## 7.8 Emergency Authority

Where emergency arises, Service Provider makes reasonable attempts to contact Client and emergency contacts. Where immediate action required, Service Provider authorized to act in animal's best interests without prior consent.

Reasonable attempts don't require continued efforts where delay would materially increase risk.

"Reasonable attempts" has meaning set out in Clause 6.4.

## 7.9 Service Provider Incapacity

Client acknowledges in rare circumstances involving sudden illness/injury/incapacitation, Service Provider's ability to supervise/retain custody may be impaired.

Service Provider not liable for outcomes from incapacitation, provided reasonable steps taken to notify Client/emergency services as soon as practicable.

## 7.10 Multi-Night Pet Sitting Absence Periods

For liability during disclosed absence periods in multi-night pet sitting bookings, see Clause 6.10.

# 8. INSURANCE AND PROFESSIONAL STANDARDS

## 8.1 Insurance Coverage

Service Provider maintains active, appropriate business insurance for pet care services.

**Currently insured:** Ecclesiastical Insurance Office plc, Policy Number HAMI00237-ISBB-00000002, 5 January 2026 - 4 January 2027, Ms Keishia Hamilton t/a KTM Pets.

Service Provider takes reasonable steps to maintain continuous coverage. If coverage lapses/suspends, Service Provider may suspend services until reinstated. Affected bookings managed per Clause 5.

## 8.2 Insurance Cover Summary

### Policy limits (maximum):

Coverage Type	Limit
Public Liability	£5,000,000
Professional Indemnity	£100,000
Loss/Theft of Keys	£10,000
Care, Custody, Control - Per Animal	£1,250
Custodial Responsibility	£10,000

Client acknowledges these are maximum policy limits, subject to policy terms, exclusions, excesses, insurer-imposed conditions.

## 8.3 Insurance and Liability Framework

Service Provider maintains insurance per Clause 8.2. Insurance provides compensation source for eligible claims but doesn't determine legal liability extent.

### Liability for Death/Personal Injury:

Nothing excludes/limits liability for death/personal injury from negligence (UCTA 1977 s.2(1)). Applies to human and animal injuries.

**Liability for Other Losses:**

For other losses (property damage, economic loss, non-injury animal losses), liability limited:

- (a) Where insurance responds: Recovery limited to policy limits minus excess
- (b) Where insurance doesn't respond due to:

- Policy exclusions re: Client non-disclosure
- Circumstances within Client control
- Claim outside policy scope for Client-attributable reasons

Client recovery limited to lesser of:

- Amount payable under insurance if it had responded; or
- £500 per incident

- (c) Where insurance doesn't respond for other reason: Liability capped at £2,500 per incident, £10,000 aggregate per policy year

**Fair and Reasonable Test:**

Limitations fair and reasonable considering:

- Nature of pet care services and pricing
- Insurance cover maintained
- Client ability to maintain pet insurance
- Risk allocation for matters within each party's control

**Exclusions:**

Service Provider not liable for:

- Indirect, consequential, economic losses (loss of earnings, emotional distress beyond physical injury)
- Losses from pre-existing conditions, client misinformation, third-party acts outside control
- Losses preventable by Client maintaining reasonable pet insurance

Exclusions subject to UCTA 1977; don't limit liability that cannot be lawfully excluded.

## 8.4 Professional Qualifications

Service Provider holds:

- Level 4 Qualification in Canine Behaviour
- Level 3 Advanced Technical Diploma in Animal Management
- Pet First Aid and CPR (Level 3)
- Pet Sitting and Dog Walking Business Course completion
- Valid DBS check (Certificate Number 001187463493, completed 29 June 2024)

Client acknowledges qualifications support professional competence but don't remove inherent risks of animal behaviour.

## 8.5 Client Responsibility for Insurance

Client solely responsible for ensuring animal adequately insured, including cover for:

- Veterinary treatment
- Third-party liability

- Property damage
- Injury to persons/animals
- Exclusions relevant to behavioural/medical conditions

Service Provider strongly recommends Clients maintain suitable pet insurance. Where Client doesn't hold adequate insurance, Client accepts full financial responsibility for resulting loss/injury/damage/claims from animal.

Client indemnifies Service Provider against liability/costs incurred from Client's failure to maintain appropriate coverage.

Where Client maintains pet insurance: Client must disclose to insurer animal will be in professional care and ensure policy covers incidents during professional services. Failure to disclose may void coverage.

## 9. BEHAVIOURAL MANAGEMENT

### 9.1 Disclosure of Behavioural Issues

Client under continuing obligation to fully, accurately disclose in writing all known behavioural issues, tendencies, risk factors before and throughout services. Includes history of aggression, reactivity, anxiety behaviours, fear responses, possession guarding, escape behaviours, conduct risking animal, Service Provider, other animals, or third parties.

Failure to disclose is material breach resulting in immediate suspension/termination. Client responsible for all fees to termination date and reasonably foreseeable loss/injury/damage from undisclosed issues.

### 9.2 Behavioural Management Aids

Where Service Provider reasonably determines behavioural management aids necessary for safety, Client agrees to supply and authorize use of appropriate equipment (muzzles, head halters, harnesses, anxiety wraps, similar aids).

Service Provider may refuse/suspend/terminate services where suitable aids not provided, unsafe/inappropriate, or safety risks persist despite reasonable management. Behavioural aid use doesn't transfer behavioural responsibility to Service Provider.

### 9.3 Dangerous Dogs Act Compliance

Client warrants legal ownership, and all dogs comply with relevant legislation including Dangerous Dogs Act 1991 (as amended).

#### **Banned Breeds and Exemption Requirements:**

Where dog is/appears to be type under Section 1 DDA 1991 (Pit Bull Terrier, Japanese Tosa, Dogo Argentino, Fila Brasileiro, XL Bully type), Client must:

- Provide copy of Certificate of Exemption before first service
- Confirm registration on Index of Exempt Dogs
- Confirm neutering and microchipping per exemption requirements
- Provide evidence of third-party liability insurance (minimum £1,000,000 per DDA 1991)
- Confirm provision of suitable muzzle where legally required
- Notify Service Provider immediately if exemption status changes/expires

Service Provider verifies exemption documentation before accepting booking and retains copies for compliance.

#### **Refusal of Service:**

Service Provider reserves right to refuse where:

- Required exemption documentation cannot be provided/verified
- Service Provider reasonably believes dog is banned type without valid exemption
- Service Provider insurance doesn't cover banned breeds (even with exemption)
- Accepting service would expose Service Provider to legal/insurance risk

Refusal doesn't constitute unlawful discrimination; necessary for legal compliance/insurance coverage.

#### **Criminal Liability:**

Client acknowledges:

- Keeping banned breed without exemption is criminal offense
- Providing false information about breed/exemption may constitute fraud
- Service Provider may be required to report suspected banned breeds without exemption to police/authorities

Client indemnifies Service Provider against penalties, fines, claims from Client's DDA 1991 non-compliance.

## 9.4 Immediate Termination for Safety

Service Provider may terminate immediately where animal reasonably assessed to pose health/safety risk to Service Provider, animal itself, other animals, third parties. Includes undisclosed aggressive behavior, escalation of known issues, repeated safety concerns, absence of required control measures.

Termination doesn't affect Client obligation to pay for services provided or Client responsibility for loss/injury/damage from animal behavior before termination.

## 9.5 Behavioural Escalation and Review

Where behavioural concerns arise during services, Service Provider may suspend and request additional information, environmental changes, additional management measures before considering whether services may safely continue.

Decisions to reinstate/modify/suspend/terminate based on Service Provider's reasonable safety/operational risk assessment, having regard to duty of care.

# 10. TERMINATION

## 10.1 Termination by Either Party

Either party may terminate by providing written notice at least 14 days before intended termination date. Notice via email or post. Termination effective on final day of notice period.

Both parties remain responsible for all Agreement obligations, including payment for services provided, to effective termination date.

## 10.2 Immediate Termination by Service Provider

Service Provider may terminate immediately without notice where continuation no longer safe, lawful, or reasonably practicable. Grounds include:

### 10.2.1 Aggressive/Dangerous Behaviour

Animal displays aggression, threatening, dangerous behavior risking Service Provider, other animals, public, or itself.

### 10.2.2 Breach of Agreement

Client material breach including failure to disclose known behavioural issues, failure to make payment when due, failure to comply with safety instructions, failure to meet obligations.

### 10.2.3 Unsanitary/Unsafe Premises

Property is (in Service Provider reasonable opinion) unhygienic/unsafe such that services cannot be safely provided, including where appropriate facilities/supplies/conditions unavailable to support care provision.

### 10.2.4 Inadequate Equipment/Preparation

After services commenced, where:

- (a) Required equipment repeatedly unavailable, defective, unsafe despite written Client notice
- (b) Client repeatedly fails to replace worn/broken equipment within reasonable timeframe after notification
- (c) Emergency equipment moved/removed without notifying Service Provider, creating safety risk
- (d) Client fails to provide equipment for legal compliance (e.g., muzzle for banned breed with exemption)

and failures create material safety risk unresolvable through reasonable adjustments; Service Provider may terminate immediately. Service Provider provides written notice of specific safety concerns before terminating, except in immediate danger cases.

#### **10.2.5 Obstruction of Care/Access**

Service Provider prevented from accessing premises, animal, required equipment on 2+ occasions due to Client-controlled circumstances (incorrect/missing keys, access codes, restricted access, unsafe conditions, entry refusal).

In immediate termination cases, Service Provider not liable for losses/inconvenience solely from termination, except where liability cannot be lawfully excluded.

#### **10.2.6 Breach of Privacy and Surveillance Requirements**

Failure to comply with Clause 3.17, including undisclosed or active monitoring in restricted areas, constitutes a material breach and may result in immediate termination of services without notice where trust or privacy is compromised.

### **10.3 Financial Consequences of Termination**

**Termination by Service Provider for Cause (Clause 10.2):** Where Service Provider terminates immediately per Clause 10.2 due to Client breach, unsafe conditions, behavioural risks:

- All fees for services provided remain payable in full
- Deposits forfeited in full
- Pre-paid fees for future services refunded pro-rata, minus deposit, minus damages/costs incurred from termination circumstances

#### **Termination by Service Provider Without Cause:**

Where Service Provider terminates for reasons unrelated to Client breach (business closure, Service Provider incapacity, inability to continue for personal reasons):

- Full refund of all pre-paid fees including deposit
- Reasonable notice where possible (minimum 14 days unless impossible)

#### **Termination by Client (Clause 10.1):**

Refunds governed by Clause 5.6 (Cancellation and Refund Policy).

### **10.4 Outstanding Payments**

Where termination at Client request or from Client breach, Client liable for all outstanding fees for services to effective termination date.

All outstanding sums payable immediately upon termination. For non-payment, Service Provider may pursue recovery through lawful means.

### **10.5 Client Right to Request Review**

Where immediate termination due to alleged aggressive behavior or Agreement breach, Client may submit written review request within 30 days of receiving termination notice.

Service Provider reviews circumstances in good faith and issues written response within 14 days of receipt. Service Provider decision following review is final for Agreement purposes.

# 11. CONFIDENTIALITY

## 11.1 Confidential Information

Each party acknowledges they may receive confidential information belonging to the other during services, including personal contact details, home access/security information, animal health/medical information, service arrangements, other information reasonably understood as confidential.

Each party keeps such information confidential and doesn't disclose to third parties except where disclosure necessary for Agreement performance, required by law, or made with prior written consent.

Permitted disclosures limited to persons with legitimate need to know, subject to confidentiality obligations no less restrictive than herein.

Confidentiality obligations continue 5 years following Agreement termination, except information becoming publicly available through no fault of receiving party or otherwise ceasing to be confidential.

## 11.2 Feedback and Reviews

Service Provider welcomes honest feedback and values online reviews as business development.

Where Client has service concerns, Service Provider requests Client:

- (a) Raise concerns directly with Service Provider first to allow resolution opportunity
- (b) Provide factual, accurate information in public reviews based on direct personal experience
- (c) Avoid including confidential information, staff personally identifiable information, or information identifying other clients/animals

Nothing restricts Client right to:

- Provide honest opinions/reviews based on experience
- Report genuine concerns to relevant authorities
- Exercise legal rights, including legitimate complaints or legal remedies

Service Provider won't take legal action in response to honest, factual reviews (even negative/critical), provided based on Client's genuine experience and don't contain deliberately false statements of fact or breach Clause 11.1 confidentiality obligations.

## 11.3 Survival

This section provisions survive Agreement termination/expiry to extent necessary to give effect to purpose.

# 12. COMPLAINTS PROCEDURE

Service Provider committed to high-quality services and resolves complaints promptly and fairly.

### Step 1: Informal Resolution

If Client dissatisfied with any service aspect, contact Service Provider directly (email, phone, writing). Service Provider will:

- (a) Acknowledge receipt within 2 business days
- (b) Investigate promptly and impartially
- (c) Provide written response within 14 days including:

Complaint summary

- Investigation findings
- Proposed resolution (if applicable)
- Client rights explanation if dissatisfied with response

### Step 2: Escalation

If Client remains dissatisfied after Service Provider response:

- (a) Request final review by business owner (Keishia Hamilton)
- (b) Seek advice from Citizens Advice Consumer Service (0808 223 1133 or [www.citizensadvice.org.uk/consumer](http://www.citizensadvice.org.uk/consumer))
- (c) Report concerns to Trading Standards if believing Service Provider breached consumer protection law
- (d) Consider Alternative Dispute Resolution (ADR) provider for consumer complaints
- (e) Pursue legal action through courts per Clause 13

**Animal Welfare Concerns:**

Complaints re: animal welfare treated with utmost priority. Where alleging animal harm, Service Provider will:

Investigate immediately

- Cooperate fully with RSPCA, local authority, police investigations
- Suspend services pending investigation if appropriate
- Take necessary recurrence prevention steps

**Record Keeping:** Service Provider maintains confidential complaint/resolution records for 3 years.

## 13. GOVERNING LAW

### 13.1 Governing Law and Jurisdiction

Agreement governed by and construed per England and Wales law. Parties agree England and Wales courts have exclusive jurisdiction for disputes/claims arising from/connected to Agreement, including regarding existence, validity, interpretation, performance, termination.

### 13.2 Dispute Resolution

For disputes arising under/connected to Agreement, parties use reasonable endeavours for amicable resolution through good-faith discussions.

Where appropriate, parties may mutually agree to mediation in England and Wales, in English. Mediation voluntary; doesn't prevent either party from pursuing formal legal proceedings.

Nothing prevents either party from seeking urgent interim/injunctive relief from competent jurisdiction court where necessary to protect rights/interests.

## 14. FORCE MAJEURE

### 14.1 Definition

Neither party liable for failure/delay performing obligations where arising from events/circumstances beyond reasonable control and not attributable to fault/negligence ("Force Majeure Event").

Force Majeure Events may include natural disasters, severe/extreme weather, pandemics/epidemics, governmental actions/restrictions, terrorism acts, civil unrest, war, fire, explosion, other events/circumstances rendering performance impossible, unsafe, unlawful, or impracticable.

### 14.2 Effect

Where party affected by Force Majeure, excused from performing affected obligations for Force Majeure duration, provided performance prevented/materially hindered.

### 14.3 Notification

Affected party notifies other party promptly (within reasonable time of becoming aware), stating:

- Force Majeure Event nature
- Likely duration
- Affected obligations

Affected party updates other party regularly on status.

## 14.4 Mitigation and Cooperation

Both parties take reasonable steps to mitigate Force Majeure effects and minimize service disruption where practicable. May include rescheduling, modifying delivery where safe/lawful, agreeing temporary adjustments.

Service Provider not required to perform where doing so would be unsafe, unlawful, or inconsistent with duty of care.

## 14.5 Payments and Refunds

Payments, credits, cancellations, refunds from Force Majeure governed by Clause 5. Nothing creates automatic refund right except where required by law or expressly provided under Clause 5.

## 14.6 Termination Following Prolonged Force Majeure

Where Force Majeure continues 30 consecutive days and materially prevents Agreement performance, either party may terminate by providing written notice to other, without penalty. Termination doesn't affect rights/obligations accrued prior to termination.

# 15. USE OF PHOTOGRAPHS AND VIDEO CONTENT

## 15.1 Capture of Images

Service Provider may capture photographs/video footage ("Content") of Client's animal during services for:

- Service Updates (Essential):** Providing Client wellbeing updates during services (lawful basis: contract performance, Article 6(1)(b) UK GDPR)
- Marketing and Promotion (Optional):** Using Content in marketing materials, social media, website, promotional content, commercial partnerships (lawful basis: consent, Article 6(1)(a) UK GDPR)

## 15.2 Consent for Marketing Use

Client may choose whether to consent to marketing Content use. Consent is:

- Separate: Client can use service without consenting to marketing
- Specific: Client may consent to some uses but not others
- Revocable: Client may withdraw consent anytime

### Consent Options:

By ticking relevant boxes in booking form, Client consents to following uses of Content featuring animal:

- Social Media Posts: Instagram, Facebook, TikTok, other platform
- Website and Marketing Materials: Business website, promotional flyers, printed materials
- Commercial Partnerships: Sponsored content, brand collaborations, paid promotions
- Educational Content: Training materials, presentations, industry publications

If no boxes ticked, Content only used for service updates to Client (essential purpose).

## 15.3 Withdrawal of Consent

Client may withdraw marketing consent anytime by emailing [dogwalking.km@gmail.com](mailto:dogwalking.km@gmail.com) with subject "Withdraw Marketing Consent."

Upon withdrawal: (a) Service Provider ceases using Content in new marketing from receipt date (b) Service Provider makes reasonable efforts to remove Content from materials under direct control (website, deletable social media posts) (c) Service Provider cannot remove Content already:

- Published by third parties (follower shares, reposts, archives)
- Incorporated into distributed printed materials
- Published in media where removal not technically feasible (d) Withdrawal doesn't affect Service Provider right to use Content for service updates or legal/regulatory compliance

## 15.4 Intellectual Property

Service Provider owns copyright in all Content captured during services. Client has non-exclusive license to use copies provided for personal, non-commercial purposes.

## 15.5 Identifiable Information

Service Provider takes reasonable steps to avoid capturing Client identifiable personal information (house numbers, car registrations, Client image) in Content used for marketing.

Where captured incidentally/unavoidably, obscured or cropped before marketing use where reasonably practicable.

## 15.6 No Compensation

Client won't receive payment/compensation for Content use per consent. Standard commercial practice in pet care industry.

## 15.7 Data Protection Rights

Client has UK GDPR rights:

- Access Content featuring animal
- Withdraw marketing consent
- Erasure of Content (subject to legal/technical limitations)
- Complain to ICO if believing rights violated

For full data protection information, see Privacy Policy at <https://www.ktmpets.com/legal-info-and-policies>.

## 15.8 Service Updates - Essential Purpose

Service Provider continues capturing/sending Content for service updates regardless of Client marketing consent. Essential service part, lawful under Article 6(1)(b) UK GDPR (contract performance). Client cannot opt out of receiving service updates with Content while using service.

## 15.9 Termination and Consent Continuity

### **Upon Services Termination:**

When Agreement terminates:

- Service Provider ceases capturing new Content
- Service Provider ceases using existing Content in new marketing from termination date

- Content already published prior to termination may remain published unless Client exercises erasure right

### **Contract Updates:**

Where Agreement updated and Client accepts updated version:

- Consent previously given for already-captured Content remains valid under original terms
- New Content captured after update date governed by updated Agreement
- Client may withdraw/modify consent for future use anytime per Clause 14.3

### **Withdrawal Process:**

- To withdraw marketing consent or request Content erasure:
- Email: [dogwalking.km@gmail.com](mailto:dogwalking.km@gmail.com)
- Subject: "Withdraw Marketing Consent" or "Request Content Erasure"
- Include: Client name, dog name, specific request
- Response time: Within 14 days of receipt

## **16. DATA SECURITY**

### **16.1 Security Measures**

Service Provider processes personal data per UK GDPR and Data Protection Act 2018. Full details in Privacy Policy. Service Provider maintains appropriate technical/organizational security measures protecting personal data:

- Password protection and two-factor authentication on all accounts
- Encryption of data in transit/at rest where technically feasible
- Regular security reviews/updates
- Restricted personal data access on need-to-know basis

### **16.2 Data Breach Notification**

For personal data breach likely resulting in risk to Client rights/freedoms, Service Provider will:

- (a) Notify ICO within 72 hours of breach awareness (where legally required)
- (b) Notify Client without undue delay where breach likely results in high risk to rights/freedoms
- (c) Provide information on breach nature, likely consequences, measures taken to address breach/mitigate harm
- (d) Take immediate steps to contain breach and prevent further unauthorized access

High-risk breach examples requiring client notification:

- Unauthorized access to access codes/keys
- Loss/theft of devices containing client data
- Ransomware/hacking incidents affecting client records

Client should notify Service Provider immediately if aware of unauthorized information access or suspecting data compromise.

## **17. GENERAL TERMS**

### **17.1 Formation and Commencement**

Agreement becomes legally binding and effective when Client submits booking request and actively confirms acceptance by ticking mandatory confirmation box before submission.

By submitting booking, Client confirms provided with Agreement access (via clickable link at booking point or upon request) and opportunity to read, review, seek clarification before acceptance.

No service provided unless/until confirmation given.

## 17.2 Method of Acceptance

Ticking confirmation box and submitting booking constitutes Client's clear, informed, voluntary acceptance and agreement to be legally bound by applicable Agreement in force at submission time.

Confirmation constitutes valid electronic signature with same legal effect/enforceability as handwritten signature per applicable law.

Client acknowledges acceptance is service-specific and applies only to Agreement relevant to requested service at booking time.

## 17.3 Entire Agreement

Agreement, together with service-specific agreement expressly accepted at booking and documents expressly incorporated by reference, constitutes entire agreement between parties for services provided.

Supersedes all prior/contemporaneous discussions, communications, representations, understandings (oral or written).

No variation, amendment, additional term applies unless incorporated into updated Agreement version and accepted by Client through booking request submission per process described in this section.

Physical signature absence doesn't affect Agreement validity/enforceability.

## 17.4 Review and Updates

KTM Pets reserves right to review/amend service agreements. Updated versions made available before booking request submission and apply only to requests submitted after updated Agreement publication.

Submitting booking after updated Agreement publication constitutes acceptance of that version for services booked.

## 17.5 Severability

If any provision held invalid, unlawful, unenforceable by competent jurisdiction court, severed to minimum extent necessary; remaining provisions continue in full force/effect.

Where possible, invalid/unenforceable provision replaced with valid provision most closely reflecting original intent.

## 17.6 Acknowledgment

Client confirms reading and understanding Agreement, had opportunity to seek clarification, and voluntarily accepts terms as condition of receiving services.