

# KTM PETS DOG WALKING SERVICE AGREEMENT

Service Provider: KTM Pets (Keishia Hamilton)

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

## 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.

**Dog Walk:** A scheduled outdoor walk for the Client's dog(s), providing exercise, toileting opportunities, and mental stimulation for the agreed duration.

**Property:** The address where the dog resides and where services begin/end.

**Group Walk:** A walk involving multiple dogs from the same household only. Dogs from different households are never walked together.

**Content:** Photographs, videos, or media of the Client's dog created during services.

**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.

**Short-Notice Booking:** Booking requests submitted within 72 hours of the scheduled service start time.

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

## SERVICES

### 2.1 Dog Walking Services

Dog walking includes:

- Scheduled outdoor walks in safe, appropriate local environments
- Physical exercise, toileting opportunities, environmental enrichment
- Professional supervision and safe handling
- Health and behaviour monitoring during the walk
- Return of dog to Property and securing of access points
- Post-walk updates to Client

**Not included unless agreed in writing:**

- Pet sitting beyond the walk duration
- Formal training sessions (basic reinforcement during walks is included)
- Grooming or cleaning (except wiping down wet/muddy dogs for comfort)
- Vehicle transport (except genuine emergencies - Clause 6.3)
- Medication administration (considered case-by-case only)
- Out-of-hours services

### 2.2 Service Period and Duty of Care

Services are provided during scheduled times only. The Service Provider is not present outside these times.

**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 the dog is limping at the end of a walk, they have a duty to notify the Client before leaving, not just during the walk 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 dog's care, environment, and welfare at all times outside scheduled services.

### 2.3 Service Hours

**Weekdays (Monday-Friday):** 9:00 AM - 9:00 PM

**Weekends (Saturday-Sunday):** 10:00 AM - 8:00 PM

No services are provided outside these hours. No exceptions.

**Arrival Window:** All services are subject to a 45-minute arrival window either side of the scheduled time (e.g., a 3:00 PM service may occur between 2:15 PM and 3:45 PM).

## 2.4 Routes and Professional Discretion

The Service Provider retains full discretion over routes, pace, duration within booked time, and activities based on:

- Weather and environmental conditions
- Dog's health, energy, and behaviour on the day
- Public safety considerations

Dogs from different households will **never** be walked together.

## 2.5 Recurring Bookings

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

# 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 the definitive record of all Client and dog information and applies to all 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 and store data.

**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 must be microchipped (legal requirement in England and Wales). Microchip data must be accurate, current, and traceable. 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 that may affect the dog, Service Provider, other animals, 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). Contacts should be reasonably available during service hours. The Client is responsible for ensuring contact details are accurate. The Service Provider is not liable for delays resulting from unreachable or incorrect contacts.

### 3.5 Equipment

The Client must provide:

- Secure, well-fitted harness or collar with functioning lead
- Fresh water and clean bowl
- Treats or behavioural tools (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 dog requires emergency supplies (EpiPen, inhaler, seizure medication):

- (a) Provide equipment in a clearly identified, fixed, accessible location
- (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 immediately if location changes

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

The Service Provider is not required to carry equipment during walks. Where emergencies occur away from Property, the Service Provider will contact emergency veterinary services and return to Property if safe and faster than waiting for assistance.

The Service Provider is not liable for inability to access equipment stored at Property during off-site emergencies, provided all reasonable steps are taken to obtain help.

### 3.6 Property Access

The Client must ensure safe, secure, unobstructed access. This includes secure gates, 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 collecting the dog)

If credentials don't work and cannot be resolved within 15 minutes, Clause 3.10 (Access Issues) applies.

### **Changed Credentials:**

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

- (a) Service cancelled per Clause 3.10
- (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.

**Emergency Access:** Where the dog is in immediate distress/danger due to access issues, the Service Provider may contact emergency services or arrange emergency access (Clause 3.11). All costs remain Client's responsibility unless caused by Service Provider error.

## **3.7 Security**

The Client must provide written security instructions where applicable. The Service Provider will take reasonable steps to secure Property but is not liable for pre-existing vulnerabilities unless caused by gross negligence.

## **3.8 Unsafe Conditions**

Where 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.

## **3.9 Behavioural Requirements**

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

Dogs must demonstrate reliable basic obedience including recall ("come," "sit," "stay," "leave it"). Reliable recall is mandatory regardless of whether off-lead activity occurs.

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

Dogs 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.

### 3.10 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).

### 3.11 Emergency Third-Party Intervention

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 Damage by Dog

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

### 3.13 Third Parties Present

The Client must disclose in advance if others will be present during services. Undisclosed or repeated third-party presence may result in termination and may invalidate insurance coverage.

### 3.14 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. This obligation applies even if symptoms have resolved. Failure may result in service refusal and liability for spread/contamination.

## **SERVICE PROVIDER RESPONSIBILITIES**

### 4.1 Professional Dog Walking

Services include safe handling, structured outdoor walks, appropriate water breaks, basic health observations, and return of dog to Property at service conclusion.

Services are strictly limited to booked duration and scope. No additional handling, training, grooming, feeding, cleaning, or household tasks unless expressly permitted under specific Agreement provisions.

### 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, etc.) 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 dog'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 dog may be provided at Service Provider discretion or upon request where reasonably feasible. No guarantees regarding frequency, quality, or content (affected by conditions, lighting, weather, dog behaviour).

Use of images/footage for marketing requires separate consent (Clause 14).

## 4.5 Emergency Response

In emergencies, the Service Provider will act promptly per Clause 6. This may include safeguarding dog 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 dog 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 dog walking, including respectful communication, appropriate supervision, reasonable responsiveness, and adherence to operational standards.

# Pricing, Payment, and Cancellations

## 5.1 Dog Walking Prices

### Base prices (one dog):

- 30-minute walk: £18
- 60-minute walk: £21

**Additional dogs (same household):** £8 per hour per additional dog

Where dogs cannot be walked together safely, each requires a separate booking. Booked time cannot be divided between dogs.

## 5.2 Travel-Based Requirements

Services provided within 30 minutes' travel from Service Provider base. Where travel exceeds 30 minutes, Service Provider may require minimum 2-hour booking (at discretion). Service Provider not obliged to accept bookings exceeding travel limits.

### 5.3 Public/Bank Holidays

All services on public/bank holidays subject to 15% price increase on total service price. Availability limited and not guaranteed.

### 5.4 Short-Notice Bookings

Booking requests within 72 hours of scheduled start time are short-notice bookings. Acceptance entirely at Service Provider discretion. Discretionary price increase up to 10% may apply.

Once accepted and paid, **no refunds, credits, rescheduling, or changes available** except as expressly set out in Clause 5.6 (death of animal, Service Provider cancellation, Force Majeure).

### 5.5 Deposits

A deposit of twenty-five per cent (25%) of the total service fee is required to secure a booking. The deposit is payable immediately and must be received within forty-eight (48) hours of the deposit request being issued, failing which the booking may be released at the Service Provider's discretion.

A booking is secured only once the deposit has been received. Until payment is made, requested dates are not guaranteed.

Where no competing booking request has been received, the Service Provider may continue to hold the booking during the forty-eight (48) hour payment window. Where a competing request is received before the deposit is paid, the Service Provider may require immediate payment to retain the booking, failing which the dates may be released without further notice.

Deposits are non-refundable except where:

- (a) the Service Provider cancels the booking (full refund);
- (b) the Client's dog dies prior to service (full refund with reasonable evidence);
- (c) a Force Majeure event affecting the Client applies (refund at the Service Provider's discretion under Clause 13); or
- (d) a refund is required by law.

In all other circumstances, including voluntary cancellation by the Client, the deposit is retained to cover administrative costs, lost opportunity, and allocated capacity. The deposit represents a genuine pre-estimate of loss and is not a penalty.

### 5.6 Payment Terms

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

**Payment schedule:** Full balance due 5 calendar days before scheduled start. Partial payments permitted if total paid by deadline.

**Late payments:** Where balance outstanding within 5 days of start, Client notified and must settle within 48 hours. If not paid within 48 hours, 10% late fee may apply and Service Provider may cancel 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.

### 5.7 Cancellation and Refund Policy

**Cancellation by Client - Standard Bookings (booked more than 72 hours in advance):**

- **7+ days' notice:** Full refund minus deposit (deposit retained per Clause 5.5)

- **5-6 days' notice:** 50% refund of amounts above deposit. Deposit retained.
- **Less than 5 days' notice:** No refund. All amounts retained.

#### **Cancellation by Client - Short-Notice Bookings (booked within 72 hours):**

- **No refunds available** except death of animal (Clause 5.7.3), Service Provider cancellation (Clause 5.7.2), or Force Majeure (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: 7 days' notice before next scheduled service

#### **5.7.1 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.

#### **5.7.2 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)

#### **5.7.3 Death of Animal:**

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

#### **5.7.4 Illness or Injury of Animal:**

Where a booking is cancelled due to illness or injury of the animal, the cancellation shall be treated in accordance with the standard cancellation terms set out in this Agreement.

The Service Provider retains discretion to offer a refund of any prepaid amounts beyond the deposit, taking into account the timing of cancellation, the ability to reallocate the booking, and any costs already incurred.

The deposit remains non-refundable except where a refund is required by law.

#### **5.7.5 Force Majeure:**

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

#### **5.7.6 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.

### **5.8 Service Modifications**

Requests to modify dates/times must be submitted in writing at least 5 calendar days before scheduled start. Subject to availability and written acceptance.

Modification requests within 5 days may be treated as cancellations governed by Clause 5.7.

### **5.9 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.

## Emergency Protocols

### 6.1 Medical Emergencies

In medical/welfare emergencies during services, Service Provider immediately prioritizes dog'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 authorized to seek emergency veterinary assistance without delay. Service Provider not liable for delays, complications, or outcomes arising from nature, severity, timing, or location 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 £1,500 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 dog 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 dog'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, provided Service Provider acted reasonably and in good faith.

## 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 dog's best interests without completing contact attempts.

Client acknowledges emergencies may occur while Service Provider outdoors, in transit, or managing safety-critical situations. Uninterrupted phone access may not be possible. Primary obligation is immediate animal welfare.

## 6.5 Sudden Deterioration or Symptoms

Where dog 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 Dog

If dog 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.

**Service Provider not liable for death occurring after service conclusion**, including where arising from pre-existing conditions, age-related issues, latent illness, or events outside Service Provider's presence/control.

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

**Costs:** Client fully responsible for all veterinary, transportation, storage, cremation, aftercare costs arising from such circumstances.

## 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 dog 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 authorization) 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.

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 mitigation (searching for/securing animal) and shall not be liable for consequences during such periods, provided Client/emergency services notified as soon as reasonably practicable.

## 6.10 Incidents Between Services

Client acknowledges Service Provider present only during scheduled times. Temporary absences between services are inherent to service nature and do not constitute abandonment, neglect, or breach.

Client solely responsible for ensuring Property, environment, and items accessible to dog are safe during periods when Service Provider not present.

**Service Provider not liable for injury, illness, loss, escape, damage, or deterioration occurring outside scheduled times unless:**

- (a) Risk reasonably foreseeable during immediately preceding service; and
- (b) Risk could have been prevented during that service; and
- (c) Harm resulted directly from 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.

## 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 fulfill 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)
- (d) For recurring clients, Service Provider may provide emergency contact info for alternative local providers if requested (no representations about quality/availability)

**Emergency Incapacity:** In rare event Service Provider incapacitated during service:

- (a) Service Provider notifies emergency services and Client (or emergency contacts) as soon as physically able
- (b) Service Provider may request assistance from emergency services/bystanders solely to ensure immediate dog safety until Client reached
- (c) Service Provider not liable for outcomes from sudden incapacity, provided reasonable notification attempts made as soon as possible

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

# 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.

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) acknowledged as inherent to services and do not constitute damage or complaint grounds.

## 7.2 Injury to Animals

Service Provider exercises reasonable skill and care per standard expected of competent professional dog walker.

**Client acknowledges dog walking involves inherent risks:**

- Unpredictable animal behavior

- Interactions with other animals/persons
- Environmental hazards (traffic, weather, terrain)
- Pre-existing health/behavioural conditions
- Risks not reasonably foreseeable/preventable despite reasonable care

**Limitation of Liability:**

Service Provider not liable for injury/illness/harm unless proven:

- (a) Injury caused directly by Service Provider's breach of duty to exercise reasonable skill/care; and
- (b) Injury reasonably foreseeable as consequence of breach; and
- (c) Injury would not have occurred but for breach

**Service Provider not liable for:**

- Injuries from pre-existing conditions (whether disclosed or not) unless Service Provider negligence materially worsened condition
- Injuries from risks inherent to dog walking that cannot be eliminated despite reasonable care
- Injuries caused by third parties, other animals, environmental factors outside control, unless Service Provider negligently failed to respond appropriately
- Injuries from inaccurate/incomplete Client information where Service Provider relied in good faith

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 occurs, Service Provider notifies Client as soon as reasonably practicable and takes appropriate action consistent with circumstances/pre-agreed instructions.

### 7.3 Loss or Escape

All reasonable steps taken to prevent loss/escape, including proper equipment use and appropriate route selection. 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 behavior, environmental hazards, or equipment failure not caused by Service Provider negligence. Equipment provided by Client remains Client's responsibility for suitability/condition.

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.

### 7.4 Third-Party Liability

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

**Client Responsibility:**

Client responsible for dog's behavior and liable for damage/injury caused by dog 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 dog's history; and

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

### **Indemnity:**

Where third party claims against Service Provider for damage/injury by Client's dog, 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 defense
- 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 dog 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 dog behavior presents safety risk. Service deemed provided; no refund due.

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

## **7.7 Illness, Collapse, or Death**

Service Provider not liable for illness, collapse, deterioration, or death from pre-existing conditions, age-related issues, latent illness, or events outside reasonable control, including where outcomes occur during/after service completion.

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

## **7.8 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.

## **7.9 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.

## 7.10 Service Provider Incapacity

Client acknowledges in rare circumstances involving sudden illness/injury/incapacitation, Service Provider's ability to supervise/recover/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.

# INSURANCE AND PROFESSIONAL STANDARDS

## 8.1 Insurance Coverage

Service Provider maintains active, appropriate business insurance for dog walking/pet sitting.

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):**

- Public Liability: £5,000,000
- Professional Indemnity: £100,000
- Loss/Theft of Keys: £10,000
- Care, Custody, Control of Animals:
  - Veterinary fees: £1,500 per animal
  - Death/theft/straying: £1,500 per animal
  - Animals in transit: £2,000
- Custodial Responsibility (Negligence):
  - £30,000 per event
  - £100,000 max aggregate per policy period

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 dog walking 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

Client acknowledges qualifications support professional competence but don't remove inherent risks of animal behavior/outdoor activities.

## **8.5 Client Responsibility for Insurance**

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

- Veterinary treatment
- Third-party liability
- Property damage
- Injury to persons/animals
- Exclusions relevant to behavioral/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 dog.

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 dog will be in professional care and ensure policy covers incidents during professional services. Failure to disclose may void coverage.

## 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 behaviors, conduct risking dog, 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.

Where dog subject to breed-specific restrictions (Dangerous Dogs Act 1991), additional Clause 9.3 requirements apply.

### 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). This is in addition to, not instead of, Service Provider insurance. Both policies may respond depending on circumstances.
- Confirm provision of suitable muzzle; dog muzzled in public per law
- 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. This indemnity is in addition to, doesn't replace, Clause 7.4 indemnity.

## **9.4 Immediate Termination for Safety**

Service Provider may terminate immediately where dog reasonably assessed to pose health/safety risk to Service Provider, dog 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 dog 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. Nothing excludes/restricts statutory Client rights that cannot be lawfully excluded under England and Wales law.

# **Termination**

## **10.1 Termination by Either Party**

Either party may terminate this Agreement by providing at least 14 days' written notice before the intended termination date.

Written notice may be given via any written communication method ordinarily used between the parties for booking or service-related communications, including email, booking platforms, or messaging services. Verbal notice alone shall not be sufficient.

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

Dog 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 for known health conditions 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.

Termination doesn't affect Client obligation to pay for services already provided.

### 10.2.5 Obstruction of Care/Access

Service Provider prevented from accessing premises, dog, 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.

## 10.3 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
- Where termination from non-disclosure of behavioural issues and Service Provider incurs costs (veterinary, legal, insurance excess), such costs may be deducted from refund due

### 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 5.7 (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.

# **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.

# 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. Service Provider not currently ADR scheme member but will consider for unresolved disputes.
- (e) Pursue legal action through courts per Clause 12

### 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.

# **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.

## **12.2 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 courts, 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.

# **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.

# USE OF PHOTOGRAPHS AND VIDEO CONTENT

## 15.1 Capture of Images

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

(a) **Service Updates (Essential):** Providing Client wellbeing updates during walks (lawful basis: contract performance, Article 6(1)(b) UK GDPR)

(b) **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 dog:

- Social Media Posts: Instagram, Facebook, TikTok, other platforms
- 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 dog
- 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 (social media posts, website content, printed materials) may remain published unless Client exercises erasure right under Clause 14.7
- Client may request Content erasure per UK GDPR rights. Service Provider complies with lawful erasure requests within 30 days, subject to technical/legal limitations

### **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

## **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.

# 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.



