

Terms of Business

These Terms of Business are the standard terms which apply to Mystery Pets. Please read them carefully and ensure that you understand and agree to them. If you have any questions, please contact us.

Any reference to 'us', 'we' or 'our' means Mystery Pets.

Any reference to 'Form' means the 'Service, Information and Agreement' Form, used to book a Service from us.

Any reference to 'Service' means a pet service detailed at mysterypets2022.wixsite.com/mystery-pets which you have booked in the Client Form.

1. Contract & Order

a. These 'Terms of Business', the Form and the 'Service Agreement' forms our Contact and Agreement with you.

b. When (but not before) you have returned the signed client Form a legally binding Contract between you and us is created for us to provide a Services detailed on the Form and for you to pay for the Service.

c. Each time you wish to order a new Service you must complete a new Form, either by emailing us or by complete our online booking.

2. Price

a. The price of the Service will be the price detailed on our website at the time of booking the Service.

b. All prices are

2.b.1 In Pound Sterling (£), and

2.b.2 are exclusive of VAT unless otherwise stated.

c. We take all reasonable care to ensure that the price of the Service stated on our website are correct and UpToDate.

d. We will notify you in writing with notice of 14 days of any price increase. You may cancel the service within 7 days of this notice if you are unhappy with the price increase.

3. Payment

a. We will invoice you for the Service provided.

b. Payment must be made in full within 24 hours of each service and you have the right to cancel 48 hours prior to the service required for a refund in full. Cancellation with less than 48 hours notice till the required service booking will result in no refund being offered.

c. We accept the following methods of payment:

3.c.1 BACS; and

3.c.2 cheque.

d. If payment is made by cheque, the cheque must clear within 14 days of the invoice date.

f. If you do not pay an invoice by the due date we may:

3.f.1 charge you interest on the overdue sum at the rate of 8% above the base rate of the Bank of England from time to time until payment is made in full. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment; and

3.f.2 send you reminder letters charged at £12 per letter until the debt is paid off.

g. If you have promptly contacted Us to dispute an invoice in good faith, we will not charge interest while such a dispute is ongoing.

h. We can recover our costs for recovering late or non-payments. You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs being costs that would be allowable by the courts if judgment was made in Mystery Pets favour).

i. We reserve the right to charge more for any boarding or day care stay for a bitch that is in season.

4. Our Services

a. We will provide the Service in accordance with the specification set out in the Form (as may be amended by agreement between you and us from time to time) and in the Service Agreement.

b. We will begin to provide the Service on the agreed start date and will continue to provide the Services until the Contract is terminated by you or us in accordance with these Terms of Business.

5. Problems with Our Service

We always use reasonable efforts to ensure that our provision of the Services is trouble-free. If, however, there is a problem with the Services we request that you inform us as soon as is reasonably possible. We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.

6. Complaints and Feedback

We always welcome feedback from our customers and, while we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint.

If you wish to complain about any aspect of your dealings with us, please contact us by email or telephone.

7. Your Rights to Cancel a Pet Service

a. All services must be cancelled with at least two working days' (48 Hours) notice.

b. Cancellations need to be made by email or phone.

c. If you cancel outside the notice period detailed in this Clause 7, we have the right to charge you in full for the service.

d. You agree to provide a 50% non-refundable deposit, at the time of booking, for any daycare, pet sitting or house sitting.

e. If you cancel any daycare, pet sitting or house sitting within one calendar month of the booking start date, you will be charged the full amount.

8. Events Outside of Our Control (Force Majeure)

We will not be liable for any failure or delay in performing our obligations under the Contract where the failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond our reasonable control.

9. Other Important Terms

- a. We may from time to time change these Terms of Business without giving you notice.
- b. We endeavour to provide you with consistency and use the same employee for the services you order, however we may freely assign, sub-contract or otherwise transfer in whole or in part the Contract to another Mystery Pets employee or worker.
- c. In the event that your elected Mystery Pets employee terminates their employment this Contract between us and you will remain in place on the same terms.
- d. If any provision of the Service Agreement or these Terms of Business is held by any Court to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question will not be affected.
- e. When using our website, please refer to our website user conditions. We may provide links to other, third party websites on our website. These links are for your information only and do not constitute any endorsement of any third-party products, services or information and you acknowledge and accept that any reliance upon such information shall be at your own risk.
- f. All intellectual property belonging to Mystery Pets (including, without limitation, any information, documentation and/or materials produced in connection with the Services) are and shall remain fully vested in us. Nothing in these Terms shall grant to you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services. g. We shall hold and process your data in accordance with The General Data Protection Regulation 2016/679. See our Privacy Policy.
- h. The views and/or opinions expressed by any of our employees (including, without limitation, any training personnel) during the provision of the Services (or otherwise) may not represent our views and/or opinions and we shall have no liability to you or any third party (whether in contract, tort, negligence or otherwise and howsoever arising) for any loss, damage, suffering, costs and/or expenses incurred resulting from the expression of such views and/or opinions by our employees.

10. Law and Jurisdiction

These Terms of Business, the Agreement, and the relationship between you and us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.

Service Agreement

Service Agreement This Service Agreement contains the terms which are applicable to Mystery Pets. Please read them carefully and ensure that you understand and agree to them. If you have any questions, please contact us.

The Agreement

Any reference to 'us', 'we' or 'our' means Mystery Pets.

Any reference to 'you' is its natural meaning: you the customer.

Any reference to 'Service' means a pet service detailed at <http://www.mysterypets2022.wixsite.com/mystery-pets> which you have booked.

(1) We provide pet care services to customers pets and we have the reasonable skill, knowledge and experience in this field.

(2) You wish to engage our services as set out in this Agreement, the Terms of Business and the 'Service Information Client Form', subject to the terms.

(3) We agree to provide the Service to you on the following terms. This Agreement, the Terms of Business and the 'Service Information Client Form' constitute a Contract between us and you.

What we will do for you

1. We agree to provide our services in a reliable, caring and trustworthy manner.
2. Provide you with our full details in the Form, including; address, branch name, contacts details and Vat number (if applicable).

What you agree to do

3. You agree to pay the rates that are in effect at the time your pet is in our care.
4. You agree to provide at least two working days (48 hours)' notice of cancellation, to avoid being charged in full.
5. You agree to provide us with all information necessary for the satisfactory performance of our services, including any dietary, nutritional or exercise requirements of the pet and any other instructions for the wellbeing of the animal.
6. You are responsible for supplying the necessary, safe equipment, medication, food and supplies needed for the care of your animals.
7. You agree to provide keys, or arrange for keys to be available, for the appointment. If the provided key does not work, or an incorrect key is supplied, you authorise us to obtain keys or access from emergency contacts, landlords or using a locksmith.
8. You agree to provide us with an emergency contact person who will be available, and can make decisions about your home, pet and property, in your absence.
9. You authorise us to obtain any emergency veterinary care that may be necessary during the time spent with your pet. We will make every effort to contact you prior to obtaining emergency care. You also authorise us to utilise an alternative veterinarian in the event your regular veterinarian is unavailable, doesn't operate an out of hours service or cannot be reached. If you cannot be reached in the case of an emergency, you authorise the sitter to act on your behalf to authorise any treatment (excluding euthanasia) and assume full responsibility upon your return for payment and/or reimbursement for all veterinary services rendered.
10. You authorise us to obtain veterinary care to treat an existing or new medical condition or health issue. We will make every effort to contact you prior to obtaining care. You accept responsibility for any charges related to this care. You agree to reimburse us for any additional fees for providing emergency care, as well as any expenses incurred for unexpected visits, transportation, housing, equipment, food, access or supplies.
11. You will be responsible for any medical expenses and damages resulting from an injury to persons or animals by the pet.
12. You agree to indemnify us in the event of a claim by any other person injured by the pet.
13. Upon termination of your contract with us, for a period of 6 months you agree not to contact any member of our staff (past or present) requesting them to provide pet care services.
14. You will not hold us responsible or liable for anything that may occur as a result of any specific special requirements that you instruct us to carry out as detailed in the client form.

Your Pet

14. We require that your pet should be up to date with all vaccinations, worm and flea treatments. If your pet has a parasitic infection your pet will be treated, in consultation with your vet, and you will be responsible for reimbursing the cost. For dogs being boarded, any flea and worming treatment must be administered more than 24 hours prior to the dog being dropped off.

15. Rabbits must be vaccinated against Myxomatosis and Viral Haemorrhagic Disease (VHD) and a certificate presented as proof. Every precaution must be taken against flystrike for rabbits and guinea pigs before care starts.

16. Dogs being boarded must be vaccinated and an original certificate must be presented as proof. We may require a copy of this. We accept a Titer test for Distemper, Hepatitis and Parvovirus (DHP) but boarded dogs will still need to be vaccinated against Kennel Cough and Leptospirosis. The initial test must be carried out within 3 years of a previous vaccine being administered. A Titer test must then be carried out at 12 monthly intervals to show immunity levels and dogs revaccinated where advised.

17. We are unable to accept bitches that are in season for boarding with dogs from other households. Entire males will not be on the premises if an in season bitch is boarded

18. Pets must have pet insurance that covers for illness, accident or loss while you are away, or a third party is caring for your pet.

19. We reserve the right to terminate this contract at any time if we or the employee, in his/her sole discretion determines that owner's animal poses a danger to the health or safety of itself, other pets, other people, or the employee. If concerns prevent the employee from caring for the pet, the owner authorises the animal to be placed in care of another, with all charges (including but not limited to transportation, housing, tranquilising, treating, accessing, and liability) to be the responsibility of the owner.

Our Liability

20. We do not accept responsibility for security of your premises, or loss, during the term of this agreement. During all assignments we will only undertake pet care, unless prearranged with you.

21. If you have given permission for your dog to be walked off lead you will not hold us, or any of our staff, liable for damage, loss or injury if your dog runs away.

22. We are not responsible for damage caused by a pet escaping because of a faulty lead, collar or harness, or equipment that is not properly fitting.

23. We cannot be held responsible for any loss of pets if they have access to an open cat flap/window/door within their own home.

24. We shall not be held responsible for any damage to your property, or that of others, caused by your pets during the period in which they are in our care.

25. You understand that there is always a risk of injury to a dog, especially when other dogs are present. You agree not to hold Mystery Pets, or their staff, liable for any illness, injury or incident whilst in the care of Mystery Pets.

26. You understand that there is always a risk of illness, injury or incident to a pet when left at home. You agree not to hold We Love Pets, or their staff, liable for any illness, injury or incident whilst in the care of Mystery Pets, and in between visits.

27. We shall not be held responsible for injury or illness to your pet if you fail to remove hazards or dangers from your home.

28. You agree to notify us of any concerns within 24 hours after any appointment. Please contact us by phone or email..

Termination

29. Termination on Notice. We may terminate this agreement for any reason on five business days' notice to you.

30. Termination for Material Breach. We may terminate this agreement with immediate effect by delivering notice of the termination to you, if you materially breach these terms and conditions, any of its obligations, covenants, or representations, and the failure or breach continues for a period of five business days after we deliver notice to you detailing the breach.

31. Termination for Insolvency. If either party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, either party may terminate this agreement with immediate effect.

By signing this document you ensure that you have read through and check our terms of business agree to follow them accordingly.

Date:

Sign:

Print: