

# **Terms and Conditions**

# **General Conditions**

These terms and conditions are set in place to safeguard the health and wellbeing of all the pets in our care, our visitors, customers and our staff and form part of your contract with Hest Bank Kennels. Throughout these terms and conditions "you" and "your" refers to you as the customer and pet owner, and "We" "Us" "Our" or "Hest Bank Kennels" refers to Hest Bank Kennels Limited, (our address, company number and VAT details are listed at the end of these terms). Please read these carefully and if you have any questions, please contact us to discuss them. In consideration of us accepting your pet, you agree to the following conditions: -

- Whilst every care and effort are made to ensure the health and wellbeing of all the pets in our care, pets are boarded entirely at their owners' risk and upon acceptance of our terms and conditions.
- Where pets remain uncollected by you for a period seven days or more from the agreed collection date, and after we have attempted to contact you using all contact details you supplied us with, with no satisfactory response, we reserve the right, at our absolute discretion, to sell or otherwise dispose of such pet.
- All Boarding Fees are inclusive of our comprehensive insurance (including veterinary fees up to £2,000) for each pet per stay, subject to normal commercial insurance terms and conditions. Any existing illness or condition will not be covered by insurance and it is your obligation to notify us of any such pre-existing condition. You hereby consent, should the need arise, for our insurer's veterinary professional to seek information about your pet's conditions from your vet. Routine vaccinations, worms, fleas and ear mites etc., are not covered. All veterinary costs not covered by our insurance, are the full responsibility of the owner. All vet fees must be paid upon collection of your pet and our insurance will reimburse you should the claim be successful.
- Only pets from the same household will be boarded together.
- Pets from the same household will be exercised together, unless otherwise agreed with you.
- If supplying food/ treats, you agree to have extra available if you cannot return when expected.
- If supplying medication, you agree to have extra available if you cannot return when expected.
- Whilst every possible care will be taken of client's own beds, crates, blankets toys etc., Hest Bank Kennels cannot be held responsible for any damage or loss sustained.
- Collection and delivery of pets cannot be made outside business hours.



- Our fees are per day; they are inclusive of VAT at the current rate and are subject to change without notice. The fees applicable to your pet's stay are set out on the Booking Confirmation Form.
- You agree to notify Hest Bank Kennels of any changes to your personal contact details to ensure all records are kept up to date.

### **Booking & Payment Terms**

- Agreements for boarding your pet can be concluded in person at our premises, on the telephone, and online.
- We accept payment by Visa and Mastercard credit and debit cards, and cash.
- Payment can also be made over the telephone.
- All rates are levied for the period from and including the day of arrival to and including the day of departure, unless the pet is removed before NOON on the agreed boarding end date, when no charge will be made for that day. Fees due must be paid before the removal of the pet from the premises.
- If your pet is either a) dropped off after agreed start date in the boarding agreement, or b) collected before the date of collection previously advised in the boarding agreement, we reserve the right to charge for the entire period you originally booked.
- All requested pet products supplied, grooming or additional services i.e., additional dog walks will be added to the final bill and payable in full on collection of your pet.
- Please note that your pet must have (and you must be able to prove) up to date vaccination status. This is essential, and we cannot accept a pet that is non-compliant. Our licence from the Local Authority makes it unlawful for us to accept a pet that is not compliant. If you are in any doubt, contact us, and your vet, well in advance of your pet's stay. If you fail to comply with this requirement, your pet will not be accepted and you will remain liable to pay for the boarding you have booked.

#### **Deposits and Payment Terms**

- For one- or two-day boarding bookings payment must be made in full at time of booking.
- All other boarding bookings will only be accepted upon payment of a 50% deposit. You agree that we may retain the deposit in settlement of all or part of any sums that are payable by you under the agreement, whether in the event of cancellation or no-show, or late collection as set out in these terms and conditions or in settlement of any sums accruing due under the boarding agreement.



- A boarding agreement is not considered as being legally made until both a) full payment, or (where applicable) the 50% deposit has been made, and b) you have indicated agreement to these terms and conditions.

# Face to face bookings

Bookings made at our premises are concluded on the date of your visit, once any applicable payment has been made and these terms and conditions are signed. Such bookings may not be cancelled by you.

In the event that you fail to bring your pet on the agreed start day, you will remain liable to pay the agreed daily rate for the period of the booking. Should we, nonetheless, have been able to re-sell some period of the pet accommodation you booked, we will (where it is reasonable for us to do so) make some allowance against the amount you owe, having first deducted any additional administrative costs we incurred as a result of your "no-show".

Should you (without agreeing with us first) bring your pet on a day after the agreed date of your original booking, you will need to request a new booking and, if we agree to a new booking, you will be required to make full payment in advance for that new booking.

# Telephone or online bookings

Bookings made by telephone or via our website are concluded when we receive payment (that is, either the 50% deposit or full advance payment as the case may be) due at the time of booking and when you confirm the terms of the booking in our email. You may then cancel that booking in 14 days after the day of the booking. You lose the right to cancel after the expiry of those 14 days.

If your booking requested a start date for your pet's stay that begins during this 14 day period, you may still cancel during the remainder of those 14 days, but you are liable to pay for the days your pet was with us, at the agreed daily rate, notwithstanding the cancellation.

# Cancellation, no-show, and other defaults

When pet boarding bookings are accepted, Hest Bank Kennels considers these to be binding legal commitments both for it to provide the service agreed, and for customers to honour and pay for that service. Hest Bank Kennels will therefore cease to market and accept bookings for accommodation that has been booked for those agreed dates. As such, it will not accept subsequent bookings from other customers for those dates and kennel spaces. Where a customer either purports to cancel a booking (except in the limited circumstances where the law allows cancellation of telephone or online bookings, in which case the statutory provisions apply) or fails to turn up on the booked date, or removes a pet before the conclusion of the booked period, or otherwise breaches the agreement, Hest Bank Kennels will likely lose revenue that it legitimately considered to be a contractual commitment.

As such, whilst Hest Bank will try and mitigate its losses by seeking to replace such bookings that are not honoured by customers, and (if it has been able so to do) will make a reasonable allowance for such replacement bookings when seeking to enforce contractual obligations, if it has not been possible to secure a full or partial replacement, then Hest Bank will enforce the contract for the full amount of the booked pet accommodation in the event of a customer default.



Notwithstanding the above, if a customer makes a request to cancel a booking, Hest Bank may, but shall not be obliged to, in its complete discretion, accept such cancellation and refund the deposit (less reasonable administration costs), issue a credit for the deposit to be used for a future kennel booking, or decline to accept a requested cancellation and seek settlement of the contracted boarding agreement payments.

### **Drop Off & Collection**

- Please ensure you drop off and collect within our stated opening times, we cannot accept or return your pet outside of these times.
- If you cannot collect your pet on the collection date, then you must ensure you or your nominated person contacts us. If possible, we will allow your pet to stay for the extra time at our standard rates (being the rates in force on the collection date, if higher than the rates on the original booking date).
- If a pet is collected late without prior agreement there will be charged for the extra days at the rates in force on the additional days.
- You must ensure your dog is always on a lead whilst you are transferring them to our staff or returning to your vehicle.
- Your pet must be transported in a secure pet carrier.
- No responsibility will be taken for pets until they are in Hest Bank Kennels facilities, or upon removal from Hest Bank Kennels.

### <u>Inoculations I Vaccinations / Kennel Cough</u>

On your pet's arrival at the kennels, we will require to see a current vaccination certificate. This must show a booster vaccination having taken place within the last 12 months and signed off by a qualified veterinary surgeon. This certificate must show the booster having been administered as part of a course of vaccinations

Your dog must have ALL the up-to-date vaccinations/ inoculations, including but not limited to: Distemper, Hepatitis, Parvovirus, Leptospirosis and Canine Infectious Bronchitis (Kennel Cough) are required. Kennel cough vaccination must have been given at least 14 days prior to your arrival date.

Your cat must have ALL the up-to-date vaccinations/ inoculations, including but not limited to against Feline Panleukopenia (FPV or P) (Feline Infectious Enteritis), and Feline Calicivirus (FCV or C) (Cat-flu (Feline Respiratory Disease)), and Feline Leukemia Virus (FeLV).

Proof of vaccination, including kennel cough in the form of your pet's up to date vaccination certificate MUST accompany your pet on arrival with us. Alternatively, your vet can provide vaccine information. If proof of all current vaccinations is not shown on arrival, we will not accept your pet for boarding. Proof of vaccinations are the pet owner's responsibility to provide.



If your vet recommends you do not inoculate i.e., with Kennel cough vaccination for any reason, at our discretion we may accept your dog with a vet's note, but we accept no responsibility for any problems that may occur from non-inoculation.

# Fleas and Worming

- You must let us know the details of your pet's flea and worming treatments, products used, and dates last administered.
- Any pet subsequently found to have fleas and/or worms will be treated accordingly and the cost, will be added to your final bill.

# Ferrets, Polecats and Rabbits

- Ferrets/Polecats must have been vaccinated for canine distemper within the last two years.
- For the welfare and protection of your Rabbit, we strongly advise that it should be vaccinated against Myxomatosis (MYX) and viral haemorrhagic disease (VHD) and (VHD2), and there must be a two-week gap between vaccinations..

### Microchipping

- As from the 6th of April 2016 you are required by law to have any dogs microchipped.
- If you bring your pet without a microchip, we will ask that we can get your pet chipped with our vet whilst they are boarded at the kennels. We will make a charge for this service.
- If you do not agree to your dog being microchipped, then we have (under our license conditions) the obligation to report your details to the local authority.

#### Emergency Contact & Early Pet Returns

- An emergency contact person must be provided.
- Your emergency contact may be required to authorize treatment for your pet, you must ensure your contact is aware of their responsibilities. In extreme cases, where we feel there is a danger to our staff or we feel your pet is not suitable for the boarding environment, we could decide to return your pet to you or the emergency contact prior to the booked collection date. You must ensure your contact is aware and has the facilities to take back your pet in these circumstances. Should we need to ask you or your contact to collect your pet due to their behavior then you will be liable for the full cost of your pet's stay. Should we need to return your pet due to an emergency evacuation then you will not be charged for the balance of the booked stay.

# Your pet's temperament/ Condition/ Injury or Illness

- All pets are assessed and examined upon arrival and are accepted into our care upon the understanding that they are in good health in good condition and have a good temperament.



- Any health conditions must be stated prior to acceptance of boarding. We have the right to refuse any pet showing signs of illness.
- In the event your pet does fall ill during boarding, we reserve the right to call in a veterinary surgeon or take your pet to our nominated 24hr vet. All costs will be borne by you as the owner, it will be your responsibility to claim back any cost from your insurer. Costs you are responsible for will include, but not limited to; veterinary call- out, veterinary fees, transportation accommodation costs.
- Should your pet have a pre-existing condition that worsens whilst with us we will seek veterinary, help if needed. You agree to consent to any treatment deemed necessary by the vet, including anaesthesia, the costs incurred will be added to the boarding fee.
- You agree to notify Hest Bank Kennels of any infectious and / or contagious disease or any conditions your pet has been exposed to or is affected by.
- Pets with infectious/ contagious condition or from a household with a human infectious/ contagious condition will be refused admission,
- We reserve the right to refuse to board a pet that we feel would be unsuitable to be in the boarding environment
- Though we will take the best of care of your pet during their stay, we do not accept responsibility for injury due to the behaviour of your pet whilst boarded at the kennels.
- So far as the law allows, you are responsible for any loss damage injury or cost incurred, caused by your pet's behaviour, which is inflicted on any staff member, visitor or property, during their stay at the boarding kennels.
- Should we find any pet hosting fleas, then we will, at the time of collection, require payment for the treatment of the condition and any surrounding environment considered, by staff, to be necessary for treatment.
- Aggressive/Destructive temperaments. We do not accommodate pets with aggressive or destructive temperaments. In cases where pets are left that prove to be aggressive towards other pets or staff, or destructive to our facilities, we will contact you to arrange their removal. All damage caused by a pet to any area will be chargeable to the pet's owner.
- We require details of any pre-existing condition and reserve the right to consult a veterinary surgeon should we feel it necessary; your acceptance of our conditions gives us your consent to do so.
- You must declare and advise us of any medical treatment, prescription, or special diet, and supply sufficient for the whole stay, with extra in case of a delay in collection.



- We reserve the right to refuse to board any pet that is clearly unwell, or that we consider to be dangerous to our staff.
- All pets are insured during their stay with us. However, our insurance does not cover any preexisting or ongoing conditions requiring veterinary care & any injury resulting from contact between family pets who are sharing accommodation. All veterinary bills are the responsibility of the owner unless and until our insurer accept any claims.
- If you have requested your pets are boarded together, we will accept no responsibility for any injury incurred due to your pets fighting with each other. We reserve the right to separate your pets should we deem it necessary for their, or others safety at the owners own risk and wet will not be liable for illness, injury or death of any pet whilst in our care.
- Please be aware that we take no responsibility for loss or damage to any bedding, leads, collars, harness, toys, or carriers that may be supplied by you, however caused.

### <u>Belongings</u>

- We encourage owners to bring along any favourite toys. Familiar smells, sights and sounds will help your pet to settle in quicker.
- We only accept your blankets for cats, please clearly mark any belongings you wish to bring for your pet. Though we will make every effort to ensure no Item s lost. we will be playing with your pet on a regular basis & items may go missing, get chewed, broken or soiled. We therefore cannot accept any responsibility for damage to, or loss of property

### Food

- We provide pets in our care with high quality diets. If you wish to provide your pets food for the duration of the stay; we reserve the right to change the diet of the pet if it refuses to eat or the diet causes the pet to be ill.

# **Abandoned Pets**

- In the event your pet has not been collected within 7 days of the collection date we will attempt to contact you or your emergency contact.
- If no contact is made and no new return date agreed, then we reserve the right to have your pet moved to a re-homing Centre. We also reserve the right to take legal action to recover any cost incurred in boarding, feeding, treating and re-homing your pet

# **Bathing and Grooming**

- Whilst the pet is in our care subject to prior agreement; can be groomed or bathed.
- If the pet becomes dirty or heavily soiled the management reserves the right to bath the pet in their care at their discretion.



### Pet images

- I understand that images of my pet/ pets may appear on social media sites or kennels website and for advertising purposes. All such images are the property of Hest Bank Kennels.

# Pet Taxi Service

We can collect and deliver your pet from/to your house if specifically requested at the time of the boarding booking, (please note that this service is not currently available for dog daycare) The pet taxi will also be used if your pet requires to go to a Vet during its stay. An additional charge will be levied, the price dependent on location and time involved, if a wasted journey has been made, we reserve the right to levy an additional charge.

# **Data protection**

- Your data will be held in accordance with GDPR guidelines. You hereby agree to the use of your data in accordance with Hest Bank Kennels privacy policy.

# **Legal Details of Hest Bank Kennels**

Hest Bank Kennels Limited is a company registered in England and Wales with number 11120055, registered office address 74 Coastal Road, Hest Bank, Lancaster, United Kingdom, LA2 6HQ and with VAT number 288467835.

FAILURE TO SIGN AND COMPLY WITH THESE TERMS AND CONDITIONS WILL RESULT IN YOUR PET BEING UNABLE TO ATTEND HEST BANK KENNELS.

We reserve the right to update these terms and conditions at any time.