

Terms and Conditions of contract
(Revised 11-12-2015 * all clients advised)

OVERVIEW & PURPOSE:

The purpose of the Terms & conditions is to protect you as a client & protect the care of your Animal.

It gives us the consent to seek Veterinary care on your behalf or to remove or instruct a third party to provide care for your Animal Should we need to.

It protects Fatdog and Friends to be reimbursed for the work we do and for the costs that we incur.

It Serves as a document of continuous protection to the company and the Brand

It protects the rights of the staff to be treated in a respectful and fair manner.

it provides that Fatdog and Friends shall endeavour to Act in a reasonable and responsible manner in all situations

The contract also provides that the conduct of the client shall be respectful of the relationship between a service provider and customer.

TERMS USED

- 1 For the purpose of this contract "Fat dog and Friends", "Fat dog and friends ltd" or similar phrase shall refer to the Persons employed by the company in either full time, part time, voluntary or in a Sub-contract role. It shall also represent agency workers contracted to carry out work on behalf of the Company and all trainee or work experience personnel.
- 2 The "Company" shall refer to the business that is operated by Mr T. Pluckrose offering goods or services to The client in reference to requests and bookings made by the client.
- 3 The "Client" or "Owner" shall refer to the signatory of document or to any third party person or persons requesting or booking goods and services on behalf of the signatory from the Company or any Representative of the company representative.
- 4 The term "Animal" "Animals" "Pet" or "Pets" shall refer to, but not be exclusive to, all animals currently known to man and not yet Known to man. Included and not limited to Domesticated or wild animals. Dogs, cats, Birds, Fish, mammals, Reptiles, Cattle, Horses, Exotic species, Endangered species, carnivores, Herbivores and Cabalistic animals. Animals kept in family environments, working and breeding animals, show animals, And those used by the police or military. For the purpose of this contract it shall also refer to and Species extinct or yet to be discovered.
- 5 The "term" of the contract shall be from the date of registration or first contact & shall continue until Formal termination by the Company. The term shall apply indefinitely & from time to time should the client Engage the services of fat dog and friends and should we engage their service in the future.

SERVICE & PAYMENT

- 6 Fat dog and Friends is authorised to perform care and services as outlined in this contract. Fat dog and friends is fully authorised by these terms to seek and obtain veterinary care with release from All liabilities related to treatment, expense and transportation. Whilst we endeavour to take every reasonable care at all times Fatdog and friends shall not be held liable for loss, injury, incapacitation Or death of animals due to their highly unpredictable nature.
- 7 The client shall reimburse Fatdog and friends for all expenses incurred including but not limited to additional food supplies, bedding, transport, Legal costs and third party care
- 8 In the event of inclement weather, act of terrorism, war or other occurrence outside of the control of Fatdog and friends but detrimental to their attendance of animals Fatdog and friends shall be held harmless for any decisions or consequences of decisions made in using their best judgement or Appointing third parties to attend animals or homes.
- 9 Fatdog and friends agrees to provide the services specified in this contract. In consideration of these services as an express condition there of the client expressly waves and relinquishes any and all claims against Fatdog and friends, including and not limited to accidental damage to pets and property, stress to animals and owners, financially losses and any other consideration regarding the provision of services whether completed correctly or deemed to be completed negligently whether proven or Disproven.
- 10 The client agrees that this contract also serves as a contract for prompt payment of fees for services Tendered regardless of completion of services or not. Fatdog and friends reserves the right to impose

a fee of £30 + VAT per invoice outstanding after seven days or £100 + VAT per statement outstanding After seven days and interest set at 10% above the bank of England base rate per month. A handling fee of £30 + VAT together with any incurred bank charges will be levied against all dishonoured cheques or Other form of stopped payment. Fatdog and friends reserves the right to retain any bogus notes or Cheques and pass them over to the police along with the details of the owners name and address. The Client relinquishes all claims in respect of data protection in this event.

- 11** Fatdog and friends reserves the right to pass any account to a third party debt collection solicitor. The client acknowledges acceptance of all costs incurred including and not limited to postage, phone calls, solicitors fees, court fees, transport, loss of earnings, and associated costs also to include meetings, Hotel fees and food.
- 12** The client agrees that any staff member may enter the property to carry out services at any time, this includes and is not limited to current, past and future staff members or third parties whether introduced Or unknown to the client.
- 13** Fatdog and friends shall carry out the service requested by the client and the client agrees prompt and unrestricted payment of such, in the event of a service or product being unavailable, incorrectly or poorly completed or in the event of the failure of Fatdog and friends to provide the service or product the client shall have seven days from the date of provision of service or product with which to raise the Matter with Fatdog and friends. The client shall not withhold payment for the service or product and a Fee of £150 + VAT per invoice shall be applied in the event of withheld payment. It shall remain at the discretion of Fatdog and friends to confirm or deny reimbursement of payments for any service or Product in question. In all matters a mutually agreeable conclusion shall be sought.
- 14** The client confirms that all animals are fully vaccinated, including kennel cough. Should a Fatdog and friends employee or volunteer be bitten, scratched or otherwise exposed to illness, injury or disease from or by the clients animal, then the client shall be responsible for payment of all costs incurred, Including and not restricted to incapacity, medical treatment, hospitalisation and on-going care. The client shall be responsible for all costs related to the incident, including and not restricted to loss of Earnings, compensation of injured person, legal fees and on-going care.

TERMINATION, GRIEVANCE, SOCIAL MEDIA, LEGAL

- 15** Fatdog and friends reserves the right to terminate this contract at any time, before or during its term if, in its sole discretion, Fatdog and friends determines that the clients animals pose a threat to staff or public or that the owners treatment or use of the animas is not in the best interest of the animals health and welfare, or if the financial situation of the client leaves their account in arrears or the client Or client's representative's behaviour is deemed unacceptable. In any case the client agrees to pay Fatdog and friends three months compensatory salary after date of termination (based on the preceding three months Average invoices). Fatdog and friends will not be expected to provide and services or products during This time.
- 16** Fatdog and friends acknowledges the clients right to privacy and anonymity and the protection of their data and any information held Regarding the client's address, financial position, banking details and home security details. The client gives Fatdog and Friends the right to retain, reproduce and disseminate this information to its staff, Legal advisories, Accountants and other third parties in Conjunction with the running of the business.
Fatdog and friends agrees not to sell or divulge these details to third party advertisers or database companies.
The client acknowledges that their information may be past in part or in whole, including historic information to relevant authorities regarding their conduct or if requested of Fatdog and friends (for example RSPCA - POLICE - ANTI TERROR - COURTS -)
The client also acknowledges that in the event of sale of the business their details will be shared with the parties involved in the sale Including solicitors, third party agent and the potential or new owner.
- 17** The client acknowledges the right for Fatdog and friends to take images, videos and electronic data of the clients animals and disseminate this information via web site, social media, advertisement or email and relinquishes all rights to recompense, payment , compensation or royalty from incomes or rewards Resulting from the images. *image shall mean any photograph, digital image, sketch, character or other depiction in whole or part of the clients animals(s) The same shall apply to depictions of the owners or members of the public known to the owners.
- 18** The client acknowledges the right of Staff to be treated fairly and respectfully regardless of Race, colour, creed, Religious belief, Sexual orientation, gender, gender reassignment, lifestyle outside of the business or political view. The client understands that these beliefs are not representative of Fatdog and friends or it's policy's and agrees to Act in a manner conducive with the rights of staff relative to their human rights. The client also acknowledges that any threat, violence or language deemed to be unpleasant levied at staff will be reported to the police and the client also acknowledges that in any event the client will be responsible for all payments of loss of work, loss of staffing, legal fees and

- any cost of counselling, including and not limited to; on-going care, accommodation, replacement staffing and legal fees
- 19** Whilst Fatdog and friends shall endeavour to provide the service as described and within the limitations of acceptable constraints regarding, working hours, transportation, weather, physical ability and unexpected situations detrimental to The ability of Fatdog and friends to provide a continuity or level of care conducive with the expectations of the client. The client Acknowledges that their expectations may be unmet due to human error, including and not limited to, clerical error, misunderstandings, illness, personal, social and domestic problems, workload etc.
- 20** The client expressly waives and relinquishes all and any actions, protests or legal action with Fatdog and friends. In the event that the client brings or makes threat to bring or makes action to bring legal or third party representation the client shall pay Fatdog and friends a single fee of £10000 + VAT per item or complaint regardless of Fatdog and friends being accountable, liable, at fault or found to have Failed to provide the service or product.
- 21** The client agrees and expressly waives and relinquishes the right to protest, make comment, post, tweet, Discuss debate or make public their viewpoint, concerns or complaints. Any historic dealings, images, videos, or personal grievance with any third party via any social media including concerns, complaints or failures by Fatdog and friends In any one instance the client shall pay Fatdog and friends a single fee of £25000 + VAT in the event of such actions and the client agrees That they will also be liable to pay fees as per clause 20 in this event.
- The client also agrees that they will be liable to the above charges (20 & 21) if third parties act on their behalf and are liable for the full fees, for And on Behalf of the third party and shall bring their own action against third parties for recompense. Fatdog and friends shall be held unaccountable And blameless in any instance and shall not be liable for any legal fees.

These are our Standard Terms and Conditions and Shall be enforced where it is deemed appropriate. Fatdog and friends have had a long and successful relationship with clients and in any situation try and work with clients in the event of Financial difficulty, complaint Or concern, for a resolution that it mutually agreeable and suitable for all parties.

We are committed to developing relationships with clients and being able to help whenever possible.

Mr Tim Pluckrose. Fatdog and friends 23 daffodil Drive Bedworth Warwickshire CV12 0GT tel 084560434445