

## **Clever K9s Terms & Conditions**

### **Our Insurance Providers Key Conditions/Exceptions of Cover**

- Dog walkers are limited to walk a maximum of six dogs at one time.
- Pre-existing medical conditions are exempted from our business insurance cover.
- Need for any licence to operate: Your business operating without a licence when a licence is a mandatory requirement e.g. animal boarding.
- No insurance cover for dogs or crossbreeds of dogs classified under the Dangerous Dogs Act 1991. Refer to government websites for updates in the law.

### **First Contact**

1. If first contact is conducted remotely via messaging, email, telephone or video-meeting, then a physical first meeting with the dog will be required before any physical service booking by Clever K9s or the Customer.
2. If the expectation is that the Customer wants to book sessions with Clever K9s then a payment for the initial consultation will be requested and a consultation session booked on receipt of the payment.
3. The Customer will be required to complete the relevant consultation forms and agree the Clever K9s terms & conditions. These forms must be completed prior to the initial consultation booking.

### **Initial Consultation**

4. The initial consultation can be carried out as a home visit that involves a first meeting with the dog. The Clever K9s representative can assist with the online completion of any consultation forms, etc.
5. In the case of consulting for online only service bookings there is no requirement for a physical meeting with the dog to take place.

### **First Meeting with the Dog**

6. A physical first meeting will be between the Customer, their Dog, and a representative of Clever K9s.
7. If it is unrealistic to have a first meeting before a training session commences then that training session must be at a secure location.
8. Following an initial consultation or first meeting there will then be a 48-hour grace period in which either party can withdraw from any service booking.

### **Emergencies**

9. Any offered emergency contact must be authorised to make decisions, concerning the Dog and the Customers interests.
10. If Clever K9s cannot contact the Customer or emergency contact and veterinary treatment is required, then Clever K9s shall act on the advice of a Veterinary Surgeon. The Customer agrees to pay any veterinary costs.

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### **Your Dog's Breed, Health and Behaviour**

11. Our business insurance does not give cover for dogs or crossbreeds of dogs classified under UK legislation (the Dangerous Dogs Act 1991. (Refer to government websites for updates in the law.)
12. It is understood that the banned breeds in the UK are,
  - a. Pit Bull Terrier,
  - b. Japanese Tosa,
  - c. Dogo Argentino,
  - d. Fila Brasileiro,
  - e. XL Bully.
  - f. Cross breeds including any of these types of dogs may also be banned, based on their size and characteristics.
13. You must confirm that your dog's health is able to cope with the expected challenges of the service being provided. A veterinary surgeon's opinion may be required for certain health conditions. Pre-existing medical conditions are exempted from our business insurance.
14. Customers are to ensure that their dog is regularly treated to prevent internal and external parasites. Vaccinations for canine parvovirus, canine distemper, infectious canine hepatitis (adenovirus) and leptospirosis must be received by the dog and boosted when required. Vets can provide documentary evidence of this.
15. Certain behaviours or health issues may preclude your dog from group services.

### **Dangerous dogs**

16. It is against the law to let a dog be dangerously out of control anywhere, including public places, private property such as a garden and the owner's home.
17. The law applies to all dog breeds. They do not have to bite someone or be one of the known banned breeds to be considered as dangerous. A dog could be dangerously out of control if it:
  - a. Injures someone.
  - b. Makes someone worried that it might injure them.
18. You must disclose to Clever K9s if your dog has ever been recorded on any register, or reported as a dangerous dog to the Police, or Dog Warden.
19. This disclosure will not automatically cause refusal to train or walk by Clever K9s.

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### **Registering your dog**

- 20. If the dog is not micro-chipped or details are not up to date, you could face a £500 fine.**
21. All dogs over eight weeks old must be microchipped by law. The registration must be kept up to date, e.g. contact details or address.

### **Dog Equipment**

- 22. Bradford Metropolitan District Council:** It is an offence for a dog to be in a public place without a collar and tag with the owners' name and address on it.
23. Please ensure that your dog has a properly fitted collar and preferably, a walking harness. They must have an identity tag with your contact details on it.
- 24. If your dog does not have these, you can be fined up to £5,000.**

### **Liability for Your Dog's Behaviour**

25. Clever K9s liability for your dog's behaviour is limited to times when the owner is not present.
26. When Clever K9s has control of your dog they will only be liable for any behaviour if previously informed of that behavioural issue.
27. Owner accepts full liability for any loss or damage caused by their dog whilst being trained or walked with Clever K9s unless there is wilful negligence by Clever K9s or third-party.
28. Clever K9s is not to be held accountable for vet fees or third-party claims whilst your dog is in our care.
29. The owner is requested to make a full disclosure of any quality or characteristic problems which might make your dog not suitable for training classes or group walking. Including behavioural, health problems, antisocial behaviour, including aggression.
30. Failure on the part of the owner to disclose any matter which might render owner's dog unsuitable for training or walking may be deemed a material omission amounting to a fundamental breach of our agreement.

### **Dog fouling**

- 31. People who allow their dogs to foul could be issued with a £80 fixed penalty notice or prosecuted and fined up to £1000 with a criminal record.**
32. Clever K9s staff aim to pick up all faeces deposited by the dogs we train/walk. We also pick up those done by other dogs if it's feasible to do so. If you are present for training or walking, please immediately pick up your dog's mess or ask a member of Clever K9s staff to do so.

### **Service Hours**

33. Service is possible between 7:30am and 6pm depending on availability and the required location.

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34. Weekends and Bank Holidays are not worked except for special requests and when availability is possible.
35. Special events will be possible on weekends and will be advertised.
36. Annual leave, family emergencies, transport issues, for staff may mean there are periods when Clever K9s cannot give service. You will receive appropriate notice of this.

### **Service Commitment**

37. Once a service booking is made it will proceed as scheduled unless exceptional circumstances prevent it.
38. Clever K9s will act as flexibly as other business commitments allow. However, other regular commitments may limit specific flexibility when required by a specific Customer. Frequent irregular changes of schedule may be too disrupting to support.
39. Generally, we do not charge for Walking service bookings that do not occur, for whatever reason. However, a charge may apply should the booking incur extended travel away from a regular service round or if it is a regular issue.
40. Customers are requested to advise of any requirement to cancel a booking at the earliest opportunity and always before the journey to the Booking has commenced.
41. Clever K9s will inform the Customer of their scheduled bookings and any variations caused by logistic, adverse weather conditions, personal health, etc.
42. Clever K9s does not intend conduct services on Bank Holidays. Exceptions may apply for customers in exceptional circumstances.
43. Adverse weather. Extreme weather can affect Clever K9s operations. We will endeavour to keep customers informed of any service difficulties.

### **Payment for Bookings**

44. Payment for regular walking service bookings can be monthly in arrears if required by a customer's budget cycle.
45. All Bookings for training services are to be paid for in advance by bank transfer, with the payment clearing before attendance. The training services booking fee can be paid fully in cash at the first attendance.

### **Termination Policy**

46. Termination of services will be notified and agreed when the need arises.

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### **Cancellations, Overpayments, and Refunds**

47. Unless the circumstances of non-attendance are exceptional, refunds are not possible for any training service booking, although re-scheduling may be possible depending on circumstances.
48. Refunds for regular walking service bookings will be applied as a credit on the Customer's account with us. Overpayments can be applied as a credit or refunded by bank transfer.
49. Re-scheduling or full refunds will be offered for training services cancelled by Clever K9s.
50. All refunds will be by bank transfer.

### **Communication**

51. Due to working conditions it may not be possible to answer a voice call and, text-based messages may not be noticed in a timely enough manner.
52. Customers must use voice calls to ensure that important changes are understood by Clever K9s staff. If there is no answer to a call it is important to leave a message.

### **Owners Tracking Devices**

53. Owners tracking devices may reveal other customers address information and are only acceptable if there is a compelling need as allowed by data protection laws. If accepted, the owner must not make use of the data in any way that will reveal addresses visited by Clever K9s. This also applies to the release of Clever K9s movements to any third-party.

### **Numbers of Dogs to be walked by each handler**

- **Our Business Insurance:** Dog walkers are limited to walk a maximum of six dogs at one time.
- **Bradford Metropolitan District:** A dog walker can walk a maximum of six dogs at the same time.
- **North Yorkshire:** Recommendations suggest a maximum of four dogs for the general-public and potentially six for professional dog walkers.
- **RSPCA Recommendation:** The RSPCA recommends that no more than four dogs are walked at any one time.

54. Numbers of Dogs to be walked by each handler will not exceed six and will ideally be four or less.

55. The number of dogs being trained or walked will depend on the breed, size, nature, level of training, the type of venue, and the objective of the session.

### **Collection and return after service**

56. Dog Walking and Take and Train service bookings are scheduled according to normal road traffic conditions. Road conditions can vary, and this can impact collection and return times. Clever K9s will endeavour to minimise disruption

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caused by this. However, some road conditions beyond our control may have a negative effect on services.

57. Clever K9s will inform you of any factors that may change collection and return timings.
58. Clever K9s accepts no liability for any breach of security or loss of or damage to the Owner's property if any other person has access to the property during the term of this agreement.
59. Please only have your dog's name on any key provided - do not put your name or address on the keys. Clever K9s warrants to keep safe and confidential all keys, remote control entry devices, access codes and personal information of the Owner and to return same to the Owner at the end service provision or immediately upon demand.
60. Clever K9s shall not be liable for any mishap of whatsoever nature which may befall a dog or caused by a dog who has unsupervised access to the outdoors at home before or after time with Clever K9s.
61. Our walking sessions take place in natural countryside conditions where there can be no guarantees about your dog's grooming condition on their return. If you require your dog to be kept clean then this is possible but may affect the nature, timing, and location of the walk. There are practical limitations on the actions that can be carried out to keep a dog clean when it's being trained/walked.

#### **Adverse Weather Conditions**

62. If the weather forecast is predicting adverse conditions our training and walking services may have to be modified to ensure the safety of the dogs. Although less likely, the same can be true for our motor transport and staff safety.
63. Modifications to our services can be,
  - a. Either party can request that your dog stays at home if there are any concerns about the weather - No fees for cancelled sessions,
  - b. You can request a welfare visit instead of a walk - A reduced fee will apply,
  - c. "Home Alone" Dogs that are normally with us for extended walks will be suitably exercised in sheltered conditions near home - A reduced fee will apply,
  - d. Reduced length of walks and use of sheltered, less exposed, walking venues.
  - e. Reduced level of exercise and excitement,
  - f. Air and van cage temperatures to be closely monitored and appropriate action taken in the case of dangerous extremes.

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### **Hot Weather Hazards**

64. Despite ventilation, monitoring, and our first aid response, transporting the dogs can be a risk due to the temperature reached in the van. For this reason, care will be taken to only transport dogs when they are unlikely to be harmed by excessive heat. We will act to protect your dog, and we have suitable first aid equipment and procedures.
65. Some or all, of these countermeasures will be employed,
  - a. Once the temperature is too high only home alone dogs, or special requests, will be visited with no transporting of dogs in the van.
  - b. The van cargo area will receive additional ventilation – this may involve parking in a shaded place with all doors open.
  - c. Individual dog's temperatures can be taken by infra-red thermometers and appropriate action taken to cool them.
  - d. Extra drinking water to be provided.
  - e. Reduced levels of exercise and excitement.
  - f. Cooling sprays/bedding to be used.
  - g. Reduced fees for replacement home/welfare visits and reduced walks.
  - h. No fees for cancelled sessions.

### **Cold Weather Hazards**

66. Very cold weather, especially combined with wet ground, means potentially dangerous conditions for both large and small, short coat breeds.
67. Depending on your dog's breed their session will be modified to keep them safe from harm.
68. For the smallest dogs it is probably best that they have a short toilet walk only as part of a Welfare Visit, or better still they should miss the session and stay at home with their owners.
69. In this weather, there are always concerns about wetness, mud, snow and ice. These factors can harm the dog's paws. With low temperature these can cling to and freeze around paws with the potential to damage flesh.
70. Avoiding bad ground conditions, keeping exposure short, and wiping/warming paws is very important. Efforts will be made to avoid mud, snow and ice "balling" remaining between wet toes/paws.
71. Ears can be frost bitten, again especially in short coat breeds.
72. Doggie coats and jumpers are advised. Please have them on or to-hand for us when we collect.
73. The following actions will be taken as needed,
  - i. Once the ground and low temperature will cause a hazard only home alone dogs, or special requests, will be visited.

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- j. Our focus will be to keep the dogs safe from cold injuries and the risk of hypothermia.
- k. Reduced levels of exercise and excitement.
- l. Individual dog's temperatures can be taken by infra-red thermometers and appropriate action taken to warm them.
- m. Transporting of dogs in the van isn't an issue if road conditions are safe.
- n. Temperatures in the van's cargo area will be monitored by Bluetooth Temperature Loggers.
- o. In general, the dog's will be kept dry and warm in the van when travelling.
- p. Paws will be checked prior to any journey and cleared of any build-up of mud, snow and ice.
- q. If there is a sudden onset of Cold Weather Hazards, the van will be used as a warm refuge.
- r. Reduced fees for replacement home/welfare visits and reduced walks.
- s. No fees for cancelled sessions.

#### **Impassable Roads**

- 74. Heavy snow can make the higher lever roads in our area impassable. The snow could fall before or during the working day, and this could cause problems for our services. The snow may linger as a problem for days due to difficulties in clearing the roads, etc.
- 75. If you are going to be at home because of the snow, please let us know. This is to allow us to attend to any dogs that are home alone. It's important to minimise travel in these conditions and this will lead to discussions with customers about how best to service their needs.
- 76. Flooding can also make certain roads impassable and force more traffic onto the unaffected roads. Again, our working day can be badly affected, and we will discuss our service options with you to provide the best service we can.