



## TERMS AND CONDITIONS OF BOARDING

Agreement between: BLACK ISLE PET SERVICES & HOME BOARDING of 2 Cherry Wynd, Culbokie, Dingwall, IV7 8ND (BIPS) and THE OWNER.

### 1.0 DEFINITIONS

BIPS	THE SERVICE provider
THE OWNER	The person signing this document who has exclusive or shared ownership of THE DOG being boarded
THE SERVICE	The provision of dog boarding at the premises named above
THE DOG	THE OWNER's dog or dogs being boarded as part of THE SERVICE
THE BOOKING	The commitment made by THE OWNER and accepted by BIPS for the provision of THE SERVICE
BOOKING FORM	The form to be completed by THE OWNER with THE BOOKING details
BOOKING PERIOD	The duration of THE BOOKING as stated on the Booking Form
BOOKING CHARGE	The total charge for THE BOOKING

### 2.0 YOUR CONTRACT

By signing this document and/or confirming THE BOOKING, THE OWNER accepts these terms & conditions and confirms that they will be strictly complied with.

### 3.0 BOOKING CONFIRMATION AND PAYMENT

A completed BOOKING FORM, a signed copy of these Terms & Conditions of Boarding and a non-refundable deposit equating to 20% of the BOOKING CHARGE or one night's fee are required from THE OWNER to confirm THE BOOKING.

THE OWNER will settle the balance of the BOOKING CHARGE on or before collection of THE DOG from BIPS. All payments will be in GB Pounds Sterling, cheque or by bank transfer to the following account:

Account Name: Black Isle Pet Services. Sort Code: 80-22-60 Account Number: 18547763

### 4.0 RATES

BIPS's rates, as stated on the Website, are charged on a per day basis for each day or part day THE SERVICE is provided. This includes day of arrival and day of collection of THE DOG.

If the collection date is brought forward for any reason the full BOOKING CHARGE will still apply. If the collection date is extended for any reason BIPS must be notified immediately to ensure they have sufficient capacity to accommodate any extension. Additional days will be charged at the applicable daily rate. Should BIPS have insufficient capacity to accommodate an extension, THE OWNER or an emergency contact named on the BOOKING FORM shall collect THE DOG at the end of the BOOKING PERIOD.

### 5.0 CANCELLATION

Cancellations must be notified in writing to BIPS:

- If notification of cancellation is received more than 4 weeks before the start of the BOOKING PERIOD, THE OWNER will incur no further charges other than the non-refundable deposit.
- If notification of cancellation is received less than 4 weeks before the start of the BOOKING PERIOD, THE OWNER will be liable for 50% of the full BOOKING CHARGE.
- If notification of cancellation is received less than 2 weeks before the start of the BOOKING PERIOD, THE OWNER will be liable for the full BOOKING CHARGE.

## **6.0 EXCLUDED DOGS**

No dog detailed in the Dangerous Dogs Act 1991 or dog hybrids prohibited from ownership under the Dangerous Wild Animal Act 1976 can be accepted for boarding. No puppy under the age of 6 months can be accepted for boarding.

BIPS cannot accept THE DOG for boarding if it has an aggressive and/or destructive temperament. Should THE DOG display any signs of aggressive or destructive behaviour that, in BIPS's sole opinion, presents any risk of injury to THE OWNER, other boarders or damage to facilities BIPS will request THE OWNER or an emergency contact named on the BOOKING FORM removes THE DOG immediately. In such instances THE OWNER will be liable for the full BOOKING CHARGE and the cost of any injuries/damage caused by THE DOG and shall indemnify BIPS in full for such injuries/damage. Should THE OWNER/emergency contact fail to collect THE DOG within seven days of BIPS's request to remove THE DOG (or such earlier date should BIPS consider it reasonable to do so for the safety of visitors and other dogs), BIPS shall have the right to notify the relevant authorities about THE DOG's behaviour and permit such authorities to take appropriate action and/or transfer THE DOG to a re-homing facility.

## **7.0 HEALTH AND WELLBEING**

Health and wellbeing of all residents are a priority at BIPS. THE DOG cannot be accepted for boarding without a valid vaccination record being shown upon or before arrival. Vaccination records must be signed off by a qualified veterinary surgeon. THE DOG must be fully inoculated against Distemper, Parvovirus, Hepatitis, Leptospirosis and Parainfluenza and a booster injection within the last 12 months. If THE DOG arrives without a valid vaccination record it will not be permitted to board and THE BOOKING will be cancelled immediately with THE OWNER liable to pay the full BOOKING CHARGE.

BIPS recommends but does not insist on a Kennel Cough (Infectious Tracheobronchitis) vaccination, please consult with a veterinary surgeon for advice. If THE DOG has been vaccinated for Kennel Cough it must be at least two weeks before their stay to be effective and to negate the risk to other boarders of contracting Kennel Cough from the vaccine. BIPS will never knowingly accept any boarder with Kennel Cough but as incubation can exceed 10 days it may not be detectable prior to arrival and THE OWNER accepts this risk.

BIPS requires that THE DOG be treated for fleas, ticks and worms prior to arrival.

BIPS reserves the right to refuse THE DOG for boarding if it appears to be unwell without prior notification and agreement. In such instances THE OWNER will be liable for the full BOOKING CHARGE. When required BIPS are happy to administer medication supplied by THE OWNER when provided with clear written instructions regarding dosage and frequency.

BIPS employ the highest standards of cleanliness and hygiene however THE OWNER acknowledges there is always an increased risk of disease transmission within a boarding establishment. THE OWNER accepts that, regardless of circumstances, THE DOG is boarded entirely at THE OWNER's risk.

Whilst every reasonable effort will be made to contact THE OWNER, or emergency contact named on the BOOKING FORM, in the event of an emergency BIPS reserve the right to make decisions regarding THE DOG's health and wellbeing provided that BIPS are acting in the best interests of THE DOG and on the advice of a qualified veterinary surgeon. During the BOARDING PERIOD if THE DOG becomes unwell, has an accident, injures itself or seems in any type of pain, BIPS reserves the right to seek the treatment of a qualified veterinary surgeon and THE OWNER agrees to be responsible for payment of any and all third party fees and costs incurred not covered under BIPS's insurance policy.

## **8.0 BIPS's RESPONSIBILITIES**

BIPS will:

- Ensure THE DOG has access to fresh water at all times.
- Ensure THE DOG is fed in accordance with THE OWNERS's reasonable instructions.
- Ensure THE DOG receives medication and/or supplements in accordance with THE OWNERS's reasonable instructions.
- Ensure THE DOG is exercised and/or walked, outside the accommodation unit, two to three times per day depending on their requirements.
- Ensure THE DOG sleeps in a dry, secure and insulated environment that has a regulated temperature and natural ventilation.
- Ensure THE DOG has use of a secure external run area exclusive to the booked accommodation.
- Take all necessary steps to ensure the health, safety, security and comfort of THE DOG.
- Always ensure the health and safety of THE DOG and visitors to BIPS and other dogs boarding at BIPS.

## **9.0 THE OWNER's RESPONSIBILITIES**

THE OWNER will:

- Ensure THE DOG has a valid vaccination record and THE DOG's flea/tick/worming treatments are up to date.
- Ensure all information on the Booking Form is complete, true, accurate and up to date.
- Ensure any medication or supplements are provided for the duration of THE DOG's stay.
- Ensure THE DOG has a collar, tag and lead that are in a good state of repair and are in accordance with the legal requirements for dog ownership. During their stay BIPS will provide THE DOG with an additional tag stating BIPS's contact details and THE OWNER permits BIPS to place the additional tag on THE DOG.
- Provide bedding (preferably unwashed) and any other familiar toys, food dishes etc that will help THE DOG to settle into its new environment. BIPS can provide all these items if required. BIPS cannot accept any liability for loss or damage to any items provided.
- Provide food for the duration of THE DOG's stay.
- Co-operate with BIPS in all matters relating to THE SERVICE.

## **10.0 ARRIVAL AND COLLECTION**

In order to maintain the daily routine for the boarders all arrivals and collections in respect of THE BOOKING shall be between the hours of 9am and 6pm. BIPS would recommend arrivals be in the morning in order to give THE DOG time to acclimatise and have some fun before settling down for the night. Arrivals or collections outwith these times will be by prior agreement with BIPS only.

Should THE OWNER be unable to collect THE DOG in person and wish to send a representative to collect THE DOG, BIPS must be notified in advance. The representative must either be an emergency contact named on the BOOKING FORM or be named by THE OWNER in advance. Such person collecting THE DOG must have proof of identity. BIPS shall have the right to refuse the collection of THE DOG should it not be satisfied as to whether the person collecting THE DOG is authorised by THE OWNER to collect THE DOG. BIPS requires any representative provide details of THE DOG and the full name of THE OWNER when requesting to collect THE DOG in order for BIPS to be satisfied that THE OWNER genuinely wishes for this representative to collect THE DOG and for BIPS to identify the representative.

If THE DOG has not been collected within seven days of the end of the BOOKING PERIOD (or such other time as agreed between BIPS and THE OWNER) without any notification from THE OWNER, BIPS reserves the right to transfer THE DOG to a local re-homing facility if all reasonable attempts to contact THE OWNER have failed during such 7 day period.

## **11.0 RELEASE AND INDEMNITY OF BIPS**

BIPS hold appropriate insurance coverage in respect of THE SERVICE being provided, details are available on request.

Subject to its obligation to provide THE SERVICE, THE OWNER releases BIPS from any liability to THE OWNER (regardless of who is at fault) for any loss, injury or damage incurred by THE OWNER by reason of this Agreement.

THE OWNER hereby indemnifies and shall keep indemnified BIPS against any claims, demands and expenses (including legal costs) incurred or sustained by THE OWNER by reason of this Agreement.

BIPS shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances BIPS shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues beyond the BOOKING PERIOD, THE OWNER may cancel THE SERVICE immediately by written notice to BIPS and THE OWNER shall not be liable to pay the BOOKING CHARGE for the days THE SERVICE was not provided by BIPS due to circumstances or causes beyond BIPS's reasonable control.

Other than in relation to death or personal injury caused by negligence or fraud or fraudulent misrepresentation, in no event shall BIPS's aggregate liability arising out of or related to the performance, non-performance or defective performance of THE SERVICE exceed 100% of the BOOKING CHARGE under the relevant BOOKING whether in contract, delict, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with this Agreement.

Notwithstanding any other term or condition in this Agreement, in no event shall BIPS be liable for any loss of profits, loss of sales of business, loss of agreements or contracts, loss of anticipated savings, loss of enjoyment, loss of or damage to goodwill and/or indirect or consequential loss.

## **12.0 PERSONAL DATA**

When THE OWNER confirms THE BOOKING, he or she passes his or her personal information such as name, home address, e-mail address, telephone number to BIPS. This information allows BIPS to confirm THE BOOKING and to contact THE OWNER about THE DOG and THE SERVICE. THE OWNER's identity may be shared with a veterinary surgeon and/or BIPS's insurance company if required and/or Highland Council Dog Warden on a premises inspection to ensure that BIPS are complying with local legislation. BIPS will not share or sell any personal data with any other company or individual. Should THE OWNER have any concerns relating to their personal data or wishes for it to be deleted, they should contact BIPS's data protection officer, Dianne Keavey on 07909 686876 or [info@blackislepetservices.co.uk](mailto:info@blackislepetservices.co.uk).

BIPS may, from time to time, send THE OWNER updates on THE SERVICE being offered if THE OWNER has opted in to such updates. Please let BIPS's data protection officer know if you wish to change your mind and opt out of such updates.

## **13.0 GOVERNING LAW**

This Agreement shall be governed by the laws of Scotland. Any dispute may be settled in courts of that country.