

**TERMS AND CONDITIONS OF BUSINESS****1 Interpretation**

## 1.1 In these Conditions:

'ANIMAL ANGELS LTD' means **Sharman Dennis** trading as 'Animal Angels Ltd' at 2 Elles View Barns, South Warnborough, Hampshire, RG29 1FD;

'ANIMAL ANGELS LTD FEE' means the Animal Angels Ltd fee: is a daily charge which is calculated from midnight to midnight and is including VAT. It is payable at the actual time of introducing an Angel to the Client. This amount is confirmed in writing to the client and is payable to Animal Angels Ltd in respect of the requested Services;

'ANGEL'S CHARGES' means the charges, which have been confirmed in writing and are payable directly to the Angel in respect of the Services;

'ANGEL' means the person(s) (and any replacement(s) thereof) allocated by Animal Angels Ltd to provide the Services in accordance with the confirmation letter and these Conditions;

'BOOKING FORM' means the booking form completed by the client and is subject to these Conditions;

'CLIENT' means the person(s) named in the Booking Form for whom Animal Angels Ltd has agreed to provide the Services in accordance with these Conditions;

'CONTRACT' means the contract for the provision of the Services;

'EXPENSES' means the costs and expenses incurred by Animal Angels Ltd or the Angel in connection with the Services, including without limitation, the travelling expenses incurred by the Angel (or any replacement thereof.) A charge of £35.00 payable to the Angel for the initial meeting with the Client and then travelling expenses to and from the Premises to provide the Services, all of which shall be charged at the rates shown in Animal Angels Ltd confirmation letter;

'HANDOVER FORM' means the form to be completed by the Client upon completion of the Services confirming the condition of the Premises and the Client's animal/s;

'PREMISES' means the Client's residence at which the Services will be provided;

'SERVICES' means the services to be provided by Animal Angels Ltd for the Client and referred to within the Booking Form.

'CANCELLATION PROTECTION FEE' means a service offered by Animal Angels Ltd and will be discussed with the Client at booking time and is applicable for bookings of 5 days and over.

## 1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

**2 Supply of Services**

2.1 On receipt of a completed Booking Form which is accepted as the formal contract request, Animal Angels Ltd will proceed in securing the Client with the service they have requested. Should the Client subsequently cancel after this has commenced a charge of £35 will be applicable to cover the administration, as per clause 5.1.1.

2.2 Once in receipt of a Booking Form an Angel will be allocated and introduced to the Client. Should the Client wish to finalise their booking arrangements, the Angel can only be held for 48 hrs. Should the Animal Angels Fee not be paid during this period the Angel will be available for reallocation and the booking not confirmed.

2.3 Animal Angels Ltd shall provide the Services to the Client in accordance with the Booking Form but subject to these Conditions. Any changes to the requested services will incur an amendment fee of £20 per change, which will be payable by the Client.

2.4 Animal Angels Ltd has a minimum booking period of two days. A day is calculated as a calendar day commencing from 12.00 Midnight until 11.59pm the same calendar day. Should a booking cross over into the next calendar day The Client will be charged for two calendar days. Should The Client wish to use Animal Angels services but only for one calendar day the cost of which would be calculated as two days.

2.5 The Client shall be responsible for supplying the Angel with:

2.5.1 reasonable cooking, eating and sleeping facilities at the Premises and all food and water supplies for consumption by the Client's animal;

2.5.2 all information necessary for due and satisfactory performance of the Services, including any dietary, nutritional or exercise requirements of the Client's animal and any other instructions for the well-being of the Client's animal;

2.5.3 confirmation that the Client's veterinary practice will provide medical care to the Client's animal (if required) and bill the Client directly in respect thereof;

2.5.4 any instructions or conditions relating to the Angel's occupation of the Premises; and

2.5.5 (if the Angel is to be allowed to drive the Client's vehicle but subject to the Angel supplying to the Client a copy of a valid driving licence) a copy of the Client's comprehensive motor insurance policy confirming that the Angel is insured to drive the vehicle.

2.6 Animal Angels Ltd may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable or immediate safety or other statutory requirements, or which do not materially affect the nature or quality of the Services. Unless instructed otherwise by Animal Angels Ltd, the Angel shall be entitled to leave the Premises unoccupied for up to 3 hours per day for personal reasons.

2.7 Should a Client require 24 hour care for their animals, an additional charge would be applicable.

**3 Charges**

3.1 The Client shall pay the Animal Angels Ltd' Fee, the Angel's Charges (payable to the Angel), the Expenses and any other sums agreed between Animal Angels Ltd (or the Angel) by the Client in respect of the Services or which, in Animal Angels Ltd sole discretion, are required as a result of the Client's instructions, conditions or requirements or lack thereof, or due to any other cause attributable to the Client.

3.2 The Animal Angels Ltd Fee must be paid in full when the Angel is introduced to the Client by Animal Angels Ltd. If it is not so paid, the booking will not be accepted and confirmed by Animal Angels Ltd. Twenty Five percent of the Angels fee is payable at the commencement of the services and the balance remaining, including expenses and any other sums incurred, is payable on completion of the Services provided.

- 3.3 If payment is not made on the due date, either Animal Angels Ltd or the Angel (whichever is applicable) shall be entitled, without limiting any other rights they may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 4% above the base rate from time to time of Barclays Bank plc from the due date until the outstanding amount is paid in full.
- 3.4 If on the Booking Form the Client has indicated the willingness to accommodate a couple (i.e. 2 Angels), the Client shall pay the Angel's Charges only in respect of one Angel even if 2 Angels are supplied provided that Animal Angels Ltd shall be entitled to reallocate one of such Angels.
- 3.5 If however the tasks required warrant a couple an additional charges will be made.

#### **4 Warranties and Liability**

- 4.1 Animal Angels Ltd warrants that the Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Client's instructions.
- 4.2 Animal Angels Ltd shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from anything done by Animal Angels Ltd or the Angel at the request of, or with the consent of the Client or from any instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, or late or any other fault of the Client or the Client's animal.
- 4.3 The Client acknowledges that no insurance company would insure Animal Angels Ltd or the Angel against all liabilities arising from any act, omission or negligence of an animal or provide cover against all potential or reasonably foreseeable liabilities whatsoever or howsoever arising (whether directly or indirectly) for breach of clause 4.1.
- 4.4 The Client accepts that except in respect of death or personal injury caused by Animal Angels Ltd or an Angel's negligence, or as expressly provided in these Conditions, Animal Angels Ltd shall not be liable to the Client or any third party by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Animal Angels Ltd, its servants or agents, or the Angel or otherwise) which arise out of or in connection with the provision of the Services and the entire liability of Animal Angels Ltd under or in connection with the Contract shall not exceed the amount of the Animal Angels Ltd Fee, except as expressly provided in these Conditions.
- 4.5 Animal Angels Ltd shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Services, if the delay or failure was due to any cause beyond Animal Angels Ltd reasonable control.

#### **5 Termination**

- 5.1 The Client shall be entitled to terminate the Contract at any time by notice in writing to Animal Angels Ltd provided that subject to clause 5.2 if the Client terminates the Contract:
- 5.1.1 more than 14 days before commencement of the Services, the Client shall be liable to the sum of £35 as per clause 2.1 irrespective of whether the Animal Angels Ltd Fee has been paid or not. Animal Angels Ltd shall either return the Animal Angels Ltd Fee or retain the same (unless the Client otherwise objects) as credit against any future provision of the Services in both cases less the sum of £35;
- 5.1.2 14 days or less before commencement of the Services, the Client shall pay the Animal Angels Ltd Fee and 25% of the Angel's Charges; and
- 5.1.3 after the commencement of the Services, the Client shall pay the Animal Angels Ltd Fee, the Angel's Charges and the Expenses.
- 5.2 Where the Client has paid the Cancellation Protection Fee, the Client shall be entitled at any time prior to commencement of the Services to terminate the Contract. Upon such termination, Animal Angels Ltd shall retain the Cancellation Protection Fee but shall either return the Animal Angels Ltd Fee or retain the same (unless the Client otherwise objects) as credit against any future provision of the Services. If the Client terminates the Contract after the commencement of the Services, the provisions of clause 5.1.3 shall apply.
- 5.3 For the avoidance of doubt, payment of the Cancellation Protection Fee does not constitute protection against or cover or insure the Client against any loss, damages or expenses incurred or suffered as a result of the cancellation of the Client's booking with Animal Angels Ltd
- 5.4 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 7 days after being required by written notice to do so.
- 5.5 Upon completion of the Services but prior to the Angel leaving the Premises, the Client shall complete and sign the Handover Form and deliver it together with all amounts payable under clause 3.2 to the Angel upon completion of the Services. The signing by the Client of the Handover Form shall in the absence of manifest error be binding and conclusive proof that the Client is satisfied with the provision of the Services and the condition of the Premises.
- 5.6 The Client acknowledges that Animal Angels Ltd has expended considerable time and efforts in building up an enviable reputation as a provider of the Services. Accordingly, the Client undertakes that for a period of 18 months following completion of the Services, the Client will not solicit, deal with or otherwise engage (whether or not for reward) an Angel to provide the Services or similar services without the consent in writing of Animal Angels Ltd. The Client shall be liable in the event of any breach of his undertaking to pay to Animal Angels Ltd an amount equal to twice the value of the services for which the Angel was engaged. In addition, the Client shall indemnify Animal Angels Ltd against any loss of profits suffered by Animal Angels Ltd as a result of denial of the opportunity to provide the relevant services.

#### **6 General**

- 6.1 These Conditions and the Booking Form constitute the entire agreement between the Client and Animal Angels Ltd and supersede any previous agreement between them.
- 6.2 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.