

**The Happy Acres is a trading name of The Happy Acres Ltd, a company registered in England (company number 14018858).**

Registered address: Elm Farm, Eastbourne Road, South Godstone, Surrey, RH9 8JB.

**TERMS & CONDITIONS (“the contract”)**

1. By a) enrolling a dog with or b) permitting a dog to attend or c) accepting the Services of The Happy Acres and its staff, the Client is deemed to have accepted these Terms and Conditions.
  2. The Happy Acres may act in the Client’s absence as guardian of their dog and may perform or take any action which they deem necessary in order to protect and keep in good health the Client’s dog. In the event of an emergency situation The Happy Acres have the authority to make important healthcare related decisions on behalf of the Client in the instance that the Client cannot be contacted and the matter is a dog welfare issue – in collaboration with our partnered vet.
  3. The Happy Acres requires one week’s notice of cancellation. The Client agrees to provide such notice or pay the amount that would be due during this notice period. The Client may cancel with notice at any time; there is no minimum term of contract.
  4. The Happy Acres operates a fixed fee system, whereby the Client pays a fixed fee for a place at the day care centre on agreed day/s per week. If the Client does not send their dog for any reason, for example due to holiday or sickness, the client will not be entitled to a refund of payment. The Client may swap or add days in lieu if their dog does not attend providing advance notice of non attendance has been given.
  6. The Client may swap their agreed days on an ad hoc basis subject to availability. Swapped days are non-refundable and cannot be exchanged for cash on leaving. It may be possible to add occasional extra days as required, subject to availability. Requests to do so should be made via telephone or via enquiry form found on The Happy Acres’ website.
- 6.1 a. Full payment for services (agreed either at time of booking or subsequently) is to be made within 7 days of receipt of invoice or, by the date specified on the

invoice. Time for payment shall be of the essence of the Contract. The preferred method of payment is collection by Direct Debit.

b. The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Happy Acres may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by The Happy Acres to the Client.

#### LIMITATION OF LIABILITY: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

7.1 The Client will take responsibility for any costs which may be incurred, by either veterinary or other, as a result of any damage, accident, or sickness caused to or by their dog and will pay any such costs or expenses on demand.

7.2 Nothing in the Contract shall limit or exclude The Happy Acres liability for:

- a. death or personal injury to a human being caused by its negligence, or the negligence of its employees, agents or subcontractors;
- b. fraud or fraudulent misrepresentation; or
- c. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

7.3 Subject to clause 7.2, The Happy Acres shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- a. loss of profits;
- b. loss of sales or business;
- c. loss of agreements or contracts;
- d. loss of anticipated savings;
- e. loss of damage to goodwill; and
- f. any indirect or consequential loss.

7.4 Subject to clause 7.2, The Happy Acres total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to £1,000 or the total fees paid under the Contract, whichever is lower.

7.5 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

7.6 This clause 7 shall survive termination of the Contract.

7.7 In agreeing to the figure set under clause 7.4 above the Client agrees that he/ she is able to insure the Client's dog under a pet insurance policy and is likewise able to insure home and property contents under a house and contents insurance policy. The Client is advised to notify his/her insurers of the day care arrangement in order

to be covered under the pertinent insurance policies. The Client understands that The Happy Acres is only able to offer its competitive fees on the basis of its Clients insuring its pets appropriately.

8. The Client's dog may be transported with other dogs in a The Happy Acres vehicle. The Client agrees that The Happy Acres cannot be held liable for death or injury to their dog in the event of a motor vehicle accident.

9. The Happy Acres may hold in possession the keys to the Client's home and the Client is responsible under clause 7.7 above for making arrangements with its own insurers with this regard.

10. The Happy Acres is an off-lead environment. The Client gives permission for The Happy Acres to walk their dog/s off the lead. The Client consents to their dog playing and interacting with other dogs in The Happy Acres secure field environment. The Happy Acres centres will never walk dogs on lead off-site, all activity takes place within The Happy Acres secure premises.

11. For dogs under and over one year, by sending their dog to The Happy Acres, the Client consents to The Happy Acres matching their dog to a group based on age, play style, temperament and size to ensure their experience is best suited at The Happy Acres. The Client consents to The Happy Acres making this decision based on the individual dog.

12. The Client has explicitly confirmed that their dog has no record of aggressive or anti-social behaviour and they have made a full and frank disclosure of any characteristic or trait that might make their dog unsuitable for socialising with other dogs.

13. Should the Client's dog be deemed to be unsuitable by The Happy Acres, The Happy Acres reserves the right to cancel the booking indefinitely, with immediate effect.

14.1 To ensure a safe, responsible dynamic, we insist that all male dogs over one year old must be neutered in order to attend. Females in season generally cannot attend for at least 4 weeks.

15. The Client agrees to ensure that their dog/s will be kept up to date on all vaccinations, de-worming, de-fleaing and kennel cough.

16. If fleas, ticks or lice are noticed on the Client's dog, the Client will receive immediate communication to seek advice from their vet. The Happy Acres will not administer medication without the Client's consent. If the Client cannot be contacted

the dog will be monitored and isolated if appropriate, until the dog is collected from day care.

17.

a. In the event of requiring emergency treatment, the Client agrees that the designated emergency vet of The Happy Acres is authorised to treat. In any other circumstances the Client will be contacted and treatment/appointments will take place through their dog's regular registered vet. The details of The Happy Acres' registered vet can be found at the reception of each centre.

b. The owner or designated main point of contact must be contacted to give consent for euthanasia in ALL circumstances where this is recommended as the course of action by a veterinary professional. Should the client and the dog's emergency contact not be contactable, veterinary advice will be followed. In the unfortunate circumstances of an emergency, where warranted The Happy Acres vows to keep a record of all euthanasia and the identity of the qualified veterinarian that carried it out.

18. Medicines instructed to be given to their dog during day care at The Happy Acres by the Client will be stored, used and disposed of in accordance with the instructions of the manufacturer. Medicines will only be administered to their dog with the Client's consent following veterinary advice.

19. The Client consents that crates may be used for rest breaks and feeding if required and in the event of exceptional circumstances to maintain dog and human safety as appropriate and only if absolutely necessary, their dog may be placed in a crate for a limited time. Dogs will not be placed in a crate for longer than one hour in any 8 hour period as this is the guidance under the Animal Welfare (Licensing of Activities Involving Animals)(England) Regulations 2018 – Statutory Guidance for providing day care for dogs.

20. The Happy Acres does not supply dog food. If the Client supplies their dog with a daily meal whilst at The Happy Acres then the Client understands their dog will be fed in a separated area in isolation from other dogs.

21. By attending The Happy Acres, the Client consents for The Happy Acres to feed their dog food supplied by the Client.

22. All dogs who attend The Happy Acres partake in an enrichment programme that involves socialisation, play, scents, snacks and interaction and by sending their dog to The Happy Acres the Client consents to their dog partaking in these activities, appropriate adjustments will be made to allow the participation of dogs with special requirements.

23. The Happy Acres is closed on bank holidays and the period between Christmas and New Year. Swap days are not available for the period between Christmas and New Year.

24. The Client gives consent for their dog's image to be used in photo or video format on The Happy Acres promotional material and social media or in any format that The Happy Acres considers appropriate.

25. Force Majeure. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

26. Entire Agreement

a. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

b. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

27. Variation. No variation of the Contract shall be effective unless it is in writing and notified or accepted by The Happy Acres (or its appointed director(s)).

28. Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

a. waive that or any other right or remedy; or

b. prevent or restrict the further exercise of that or any other right or remedy.

29. Severance If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

30. Notices.

a. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in

accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email to the correct addressed email address if sent delivered-read (so email delivery and receipt can be acknowledged).

b. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the Client's address provided by him/her; if sent by pre-paid first class post or other next working day delivery service to the same address, at 9.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email one business day after transmission

c. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

31. Third parties. No one other than a party to the Contract shall have any right to enforce any of its terms.

32. Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

33. Jurisdiction. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.