

This Terms of Service Policy (the “Policy”) governs the terms and conditions under which refunds may be granted by Delta Dog Services (“Company,” “we,” “us,” or “our”) to customers (“Client,” “you,” or “your”) who purchase our dog sitting and training services. By booking services with us, you agree to the terms set forth herein. By making a payment, submitting a booking, or leaving your pet in our care, you confirm that you have read, understood, and agreed to the terms of this Policy in full.

## **0. Definitions**

For the purposes of this Policy:

- “Client” means the individual or entity booking services.
- “Company” means Delta Dog Services.
- “Service Start Date” means the first day on which the booked boarding or training service is scheduled to begin.
- “Deposit” means the non-refundable payment made at the time of booking as described in section 1.1.
- “Balance” means the remaining sum payable after the Deposit has been received.

## **1. Deposits and Payment Terms**

1.1. A non-refundable deposit of 25% is required at the time of booking to secure your reservation for dog boarding or training services.

1.2. The remaining balance must be paid in full no later than 7 days before the commencement of services, or in full upfront dependant on the bookings nature as stated by the company prior to booking. Failure to complete payment may result in the cancellation of your booking without a refund, and with potential legal action taken for business loss or damages.

## **2. Cancellation and Refund Terms**

### **2.1. Sitting Services**

- Cancellations made more than 5 days before the service start date are eligible for a refund, less the non-refundable deposit.
- Cancellations made between 3-4 days before the service start date are eligible for a 50% refund, less the deposit.
- Cancellations made less than 2 days before the service start date are not eligible for a refund.

### **2.2. Training Services**

- Cancellations made more than 5 days before the training start date are eligible for a refund, less the non-refundable deposit.
- Cancellations made between 3-4 days before the training start date are eligible for a 50% refund, less the deposit.
- Cancellations made less than 2 days before the training start date are not eligible for a refund.

### **2.3. No-Shows or Early Termination**

- Clients who fail to arrive for a booked service or choose to pick up their dog earlier than scheduled will not be entitled to any refund or credit.
- Missed training sessions without at least 2 hours’ notice will be forfeited and are not eligible for rescheduling or refund.

## **2A. Termination of Services**

The Company reserves the right to terminate services immediately if the Client breaches these Terms, fails to make payment when due, or if the pet or premises present a risk to staff, animals, or property.

### **3. Emergency Cancellations**

3.1. In the event of a documented medical emergency (for the Client or the dog), the Company may, at its sole discretion, provide a partial refund or credit towards a future service.

3.2. The Client must submit official medical documentation supporting the emergency within 2 days of the cancellation request.

### **4. Damage Liability and Behavioural Issues**

4.1. The Client agrees that they are responsible for any damages caused by their pet to the Company's property, equipment, or other animals while in the Company's care upon proof from the Company. The Company, at its sole discretion, may require the Client to cover the cost of damages.

4.2. If the pet displays any behavioural issues that were not previously disclosed by the Client at the time of booking and such behaviour:

- Causes damage to the Company's property, or
- Poses a risk to staff, other animals, or the environment, or
- Becomes unmanageable in a way that prevents the continuation of services,

Then the Client will receive written notice that their pet must be collected within 24 hours.

4.3. Refund Eligibility and Additional Fees

- If a pet is required to be collected due to behavioural issues, the Client will not be eligible for any refund of paid services.
- If the pet is not collected within 24 hours of written notice, the Client will be charged £42 extra per day for each additional day the pet remains in our care.

4.4. Failure to Pay and Legal Action

- If payment for damages and/or additional care fees is not received within 48 hours of written notice, the Company reserves the right to pursue legal action against the Client.
- The Client agrees to be fully liable for all legal fees and associated costs incurred by the Company in recovering unpaid amounts.

### **5. Refund Processing**

5.1. Approved refunds will be issued within 2-3 business days to the original payment method.

5.2. The Company is not responsible for processing delays caused by banks or third-party payment processors.

5.3. Refunds will only be issued to the person or entity who made the original payment.

### **6. Rescheduling and Modifications**

6.1. Clients are permitted one free reschedule if the request is made at least 7 days before the scheduled service.

6.2. Additional rescheduling requests may be subject to an additional 25% fee.

6.3. Rescheduling is subject to availability, and the Company does not guarantee that a new date will be available.

### **7. Force Majeure**

7.1. The Company shall not be liable for any failure to perform its obligations under this Policy due to events beyond its reasonable control, including but not limited to natural disasters, government restrictions, pandemics, or other unforeseen circumstances.

### **8. Amendments**

8.1. The Company reserves the right to modify or update this Refund Policy at any time. Any changes will be effective upon posting the updated Policy on our website.

## **9. Client Responsibilities**

9.1. Clients are responsible for providing accurate, up-to-date information about their dog's health, behaviour, dietary needs, and any special requirements prior to the start of service.

9.2. Dogs must be up to date with vaccinations, flea and worm treatments, and must not display signs of contagious illness upon arrival.

9.3. Clients must provide sufficient food, medication (if required), and personal items (e.g., bedding, toys) for the duration of the stay.

9.4. The Company reserves the right to refuse service if a pet arrives in poor health, is aggressive, or presents a risk to staff or other animals.

### **9A. Health & Vaccination Waiver**

The Client acknowledges that while the Company requires vaccinations and takes reasonable precautions, no environment is completely free from risk of disease, injury, or parasites. The Client accepts this inherent risk.

### **9B. Client Representations & Warranties**

The Client warrants that all information provided regarding their pet's health, behaviour, and needs is accurate and complete. The Client accepts responsibility for any issues arising from withheld or inaccurate information.

## **10. Veterinary Care and Emergencies**

10.1. In the event of illness or injury during the service period, the Company will make reasonable efforts to contact the Client immediately.

10.2. If the Client cannot be reached in a timely manner, the Company is authorised to seek veterinary care at the Client's expense.

10.3. The Client agrees to reimburse any veterinary costs incurred while the pet is in the Company's care.

10.4. The Company is not liable for the death or injury of any pet due to pre-existing conditions or unforeseeable medical complications.

10.5. While all reasonable care will be taken to ensure the health and safety of pets, the Company shall not be held liable for illness, injury, escape, or death of any pet while in our care, except where such incident arises from proven gross negligence. All care is provided at the Client's risk.

### **10A. Emergency Authority**

In the event of an emergency where the Client cannot be reached, the Company may take any action reasonably necessary for the safety and wellbeing of the pet, including authorising veterinary procedures. The Client remains responsible for all costs incurred.

## **11. Media Release**

11.1. The Client agrees that the Company may take photographs or videos of their pet during the service for promotional, marketing, or educational use, unless explicitly requested otherwise in writing before the start of service.

## **12. Limitation of Liability**

12.1. The Company will take all reasonable precautions to ensure the safety and wellbeing of all pets in its care. However, the Company shall not be held liable for any loss, injury, illness, or death of a pet unless caused by proven gross negligence.

12.2. The Company is not responsible for damage or loss of personal items left with the pet, such as toys, collars, or bedding.

### **13. Indemnity**

13.1. The Client agrees to indemnify, defend, and hold harmless Kieran Sussex Animal Services, its employees, agents, and affiliates from any and all claims, liabilities, damages, losses, or expenses (including legal fees) arising out of or in connection with:

- A breach of this Policy by the Client;
- The conduct, behaviour, or condition of their pet while in the Company's care; or
- Any misrepresentations or omissions provided during the booking process.

### **14. Governing Law & Dispute Resolution**

14.1. This Policy shall be governed by and construed in accordance with the laws of England and Wales.

14.2. Any disputes arising under or in connection with this Policy shall first be referred to good-faith mediation or arbitration before court proceedings may be initiated.

14.3. The exclusive jurisdiction for any legal proceedings shall remain with the courts of England and Wales.

### **15. Severability**

15.1. If any provision of this Policy is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be severed from the remainder of the Policy, and the remaining provisions shall remain in full force and effect.

### **16. Data Protection & GDPR Compliance**

16.1. The Company will collect and process personal data (including Client details and pet health information) solely for the purpose of providing services.

16.2. All personal data will be handled in accordance with the UK GDPR and Data Protection Act 2018.

16.3. Data will not be shared with third parties except where necessary to deliver services (e.g., veterinary care, payment processing) or where required by law.

16.4. Clients have the right to access, rectify, or request deletion of their personal data by contacting the Company in writing.

### **17. House Sitting Services**

17.1. Where the Client engages the Company to provide services at the Client's home, the Client must provide safe, secure, and habitable premises for the duration of the service.

17.2. The Client agrees to provide all necessary access (keys, alarm codes, instructions) and represents that the property is adequately insured for third-party access.

17.3. The Company will take reasonable steps to ensure the security of the Client's keys, alarm codes, and other access information. The Company shall not be held liable for loss, theft, or damage resulting from events beyond its control once such access information has been provided.

17.4. The Company shall take all reasonable care when occupying the Client's premises, but shall not be held liable for:

- Pre-existing damage or defects to the property,
- Failure of household systems or utilities, or
- Loss of or damage to valuables not secured by the Client.

17.5. The Company's responsibility during house sitting is limited to the care of the Client's pet(s) and any basic agreed tasks (e.g., feeding, walking, cleaning up after pets). The Company is not responsible for general household maintenance (e.g., gardening, plumbing, electrical work, or similar tasks) unless expressly agreed in writing as part of the service.

17.6. The Client agrees to indemnify and hold harmless the Company against any claims relating to property damage, theft, or security incidents, except where such incidents arise from proven gross negligence by the Company.

## **18. Dog Training Terms**

18.1 All training sessions are conducted using positive, reward-based methods unless the trainer deems an alternative approach necessary for safety or effectiveness.

18.2 The Client understands that training requires consistency at home. The Company cannot guarantee specific results, as outcomes depend on the Client's commitment and the dog's individual temperament, genetics, and history.

18.3 Missed or cancelled sessions with less than 24 hours' notice are forfeited and non-refundable.

18.4 If the dog displays aggression, severe anxiety, or behaviour that endangers the trainer, public, or other animals, the Company reserves the right to immediately terminate the session or program without refund.

18.5 The Client agrees to:

- Follow all training guidance provided during sessions and in written materials.
- Use any prescribed training tools (leads, harnesses, collars) safely and only as instructed.
- Disclose any history of aggression, anxiety, or medical issues prior to training.

18.6 The Company is not liable for injury, loss, or damage arising from failure by the Client to follow instructions, uncontrolled environments, or pre-existing behavioural issues.

18.7 All training materials, written guides, and session notes remain the intellectual property of Kieran Sussex Animal Services and may not be reproduced without written consent.

## **19. Entire Agreement**

By making payment on the attached invoice, the Client acknowledges that they have read, understood, and agree to all terms contained within this Policy, including the Dog Training Terms, Refund Policy, and any applicable service-specific provisions.