

# **MUCKY PUPZ DAYCARE, BOARDING & GROOMING**

## **Terms & Conditions of Service**

Changes to the Terms of Service are updated within a client's account and the client is required to accept those changes before requesting services.













By using Mucky Pupz services, you, the client, confirm that you have read and understood the website at www.muckypupz.co.uk and agree to the terms of service as shown below.

## **Registration and New Entrants**

- Before acceptance, you must visit Mucky Pupz premises, where you will be shown the facilities, and Mucky Pupz
  will answer any questions. This is by appointment only and is available only at weekends. This is an essential part
  of the registration process to ensure that Mucky Pupz is a good fit for the client's requirements and for Mucky
  Pupz to develop a rapport with prospective clients.
- 2. Prior to acceptance, the client's dog will be required to attend a suitability assessment for two hours during an afternoon weekday session. This ensures that the client's dog copes well within a pack environment and has no issues that would make him or her unsuitable for daycare. Clients will be provided with a copy of the assessment via email.
- 3. The client will inform Mucky Pupz of any characteristics of the dog that need to be known for safe handling and care. In addition, the client is responsible for informing Mucky Pupz of any new conditions or behaviours that have not previously been notified.
- 4. Dogs should be up to date with all vaccinations, including kennel cough, worming and flea treatments. Please note that 'Titre Tests' cannot be accepted as proof of immunity. The client will be required to provide evidence of vaccination prior to the provision of any services.

## **Business Operations**

- 5. Mucky Pupz reserves the right to cut short daycare activities where necessary because of extreme weather conditions, cold, heat, flooding or thunder and lightning, for the safety of both the dogs and staff. Mucky Pupz will inform the client of their decision, and clients will need to collect their dog as soon as possible.
- 6. Mucky Pupz will keep all dogs safe on the premises; Mucky Pupz will not deliver a dog home to be left alone during a thunderstorm or where any other environmental conditions may cause the dog distress.
- 7. Mucky Pupz operates on a 'Nursery Model' and, as such, only offers a regular place at daycare. The client's dog will be required to attend at least one day per week, up to a maximum of seven days per week.
- 8. Days are allocated to the client's dog, regardless of whether the dog attends. This ensures that care is always available during these times; it enables the dogs in our care to form strong bonds with the other dogs, the pack is more stable and enables handlers to establish good relationships with the dogs in their care.
- 9. Daycare will never be provided to dogs unknown to Mucky Pupz or those who have not been through an assessment process. Any potential client who arrives on the premises expecting unplanned canine care will be turned away.
- 10. Weekend and Bank Holiday care is provided subject to availability and may incur additional charges.
- 11. Boarding is only available to those clients who attend Mucky Pupz Daycare at least one day per week.
- 12. Mucky Pupz's policy is that all dogs in their care must be neutered. Mucky Pupz makes an exception where puppies are concerned, provided there is an intention to neuter as soon as recommended by a veterinary surgeon. There are occasions when it is advised by a veterinary surgeon not to neuter. If this is the case, and there are no detrimental effects on the dog's behaviour, Mucky Pupz may still be able to help. However, this is with the formal agreement of Mucky Pupz and on the understanding that should the dog's behaviour change, or the behaviour of the pack changes towards the dog, Mucky Pupz may consider withdrawing services without notice. Please note that we cannot accept 'Chemical Castration' as a qualification.
- 13. Mucky Pupz cannot accept pregnant or unspayed females who are due to be or who are in season.
- 14. Mucky Pupz will never release a dog into the care of an unknown visitor. Clients must notify Mucky Pupz staff formally if a third party is to be appointed as an 'Authorised Agent'.
- 15. Clients must supply Mucky Pupz with a password that will be recorded on the client's account and provided to any 'Authorised Agent' by the client before the 'Authorised Agent' collects the client's dog from Mucky Pupz.
- 16. Mucky Pupz will not release any dog to an 'Authorised Agent' without prior formal notification from the client and the provision of the relevant password on the client's account by the 'Authorised Agent'.
- 17. Mucky Pupz will not release a dog into the care of a law enforcement representative without the provision of a Court Order.
- 18. Exclusive field and facilities hire is a chargeable service offered to clients at weekends and is available only from the 1st of March to the 31st of October for safety reasons.

- 19. Clients acknowledge that whilst Mucky Pupz will make every possible effort to maintain field and indoor facilities, access to these areas is entirely at the client's own risk.
- 20. Mucky Pupz will care for the client's dog in a caring and professional manner at all times. However, Mucky Pupz cannot be held responsible for any loss, injury or death to a client or dog, inside or outside the client's or Mucky Pupz's premises, unless Mucky Pupz is proven to be negligent.
- 21. Mucky Pupz is fully licensed and insured to care for the client's dog and has Public Liability Insurance all viewable on request. *Issuing Authority Tandridge District Council*: Boarding License Number AB55 Selina R Jones | Daycare License Number AB22 Selina R Jones. Any concerns or complaints about the quality of care provided by Mucky Pupz should, in the first instance, be addressed to Selina R Jones, Business Owner, Mucky Pupz Daycare, at the address below. All complaints will be taken seriously and investigated thoroughly, with a written response provided within 28 days of receipt. In the event that the client is dissatisfied with the outcome, the client may share their concerns with Michele Townsend <a href="MTownsend@tandridge.gov.uk">MTownsend@tandridge.gov.uk</a> at Tandridge District Council, quoting the license numbers shown above.
- 22. Mucky Pupz's business is continually evolving, and as such, Mucky Pupz reserves the right to change the Terms and Conditions of Service without notice. The client is responsible for ensuring that they are updated with all Terms and Conditions of Service.

## **Canine Management**

- 23. Mucky Pupz maintains accident and canine behavioural records and will inform the client of any incident, injury, illness or changes in their dog's behaviour.
- 24. A 'Change in Behaviour Form' is issued for any behaviour that is either new or pre-existing and has persisted or worsened to such an extent that it is causing potential safety issues within the daycare setting. Mucky Pupz will recommend how to best manage the behaviour; this may involve behavioural consultations and behaviour modification training, both at daycare and home. Mucky Pupz may provide this or Mucky Pupz will work with any qualified canine behaviourist of the client's choosing.
- 25. Every dog can receive three 'Change in Behaviour Forms' within 12 months. Depending on the nature of the reported behaviour, Mucky Pupz reserves the right to exclude the dog permanently or for a predetermined period. Mucky Pupz commits to working with the client and the dog to facilitate a good outcome.
- 26. Mucky Pupz reserves the right to refuse a booking for any dog unsuitable for their services, including those previously accepted and now deemed unsuitable, and for whatever reason.
- 27. Mucky Pupz will not accept any dog listed in the 'Dangerous Dogs Act 1991'.
- 28. Mucky Pupz will not accept the following breeds or types for daycare, boarding or grooming services: Chow Chow, Tibetan Mastiff and some bull breeds. Mucky Pupz recognises that bull breeds have received bad press in past years and in many cases, feels this is unjustified. Mucky Pupz will accept a small number of certain bull breed types at any one time for all services, but only on completing a successful, comprehensive suitability assessment. This is due only to the power of such breeds and is not attributable to personality or behavioural traits in any way.
- 29. Mucky Pupz will provide a journal to the client detailing their dogs' activities whilst at daycare and to reassure the client that all is well.
- 30. Clients are welcome to visit Mucky Pupz during normal business hours, Monday to Friday, 7:00 am 6:30 pm, without formal arrangement, to drop off or to collect their dog.
- 31. Clients may bring food for the dog or puppy's consumption at lunchtime. Food must be supplied in a suitable container and clearly labelled with the client's and dog's names. Mucky Pupz will not feed any food to a dog or puppy that is not suitable for canine consumption.

#### **Canine Accidents & Illness**

- 32. The client is entirely responsible for any veterinary bills, however, incurred, unless Mucky Pupz is proven to have been negligent. Mucky Pupz will make every effort to contact the client or their nominated contact in the event of illness or injury. If the client is unavailable, Mucky Pupz reserves the right to consult with their nominated veterinary surgeon and make decisions where necessary which are in the dog's best interests.
- 33. Mucky Pupz will pay the client's insurance excess directly to the consulting veterinary surgeon, where necessary, to ensure that the dog receives immediate treatment. In the absence of an insurance policy, Mucky Pupz will pay a maximum of £200 directly to the consulting veterinary surgeon to ensure that the client's dog receives

- immediate treatment. As paid to the veterinary surgeon, this amount will be invoiced to the client by Mucky Pupz and will become due immediately.
- 34. Invoices settled directly with the veterinary practice for treatment received on behalf of the client will be documented and invoiced by Mucky Pupz to the client and will fall due immediately.
- 35. Mucky Pupz will ensure that the dog is not a nuisance or danger to anyone or any other animals and that no harm comes to the client's dog.
- 36. The dog should be in general good health, or details provided on 'Check In'. Any dog with infectious conditions should be kept away from daycare and grooming services until at least 48 hours after the condition has cleared.
- 37. Mucky Pupz cannot accept responsibility for any dog where medical details are not kept up to date within a client's online account.
- 38. Any dog showing symptoms of diarrhoea or vomiting should be kept away from daycare for at least 48 hours after symptoms have ceased. Clients must collect their dog within 1 hour of notification if they begin to show symptoms of diarrhoea or vomiting whilst at daycare.
- 39. Any dog showing symptoms of diarrhoea or vomiting whilst boarding will be isolated from daycare services and all other dogs on the premises until 48 hours after the condition has cleared. Mucky Pupz will keep the client informed at all times.
- 40. Any dog showing signs of illness whilst boarding will receive appropriate care and treatment. Mucky Pupz will keep the client informed and will, where possible, contact the client's registered vet. Mucky Pupz reserves the right to consult with their own nominated veterinary surgeon at any time.
- 41. For non-infectious medical conditions, clients may provide Mucky Pupz with prescribed medications in a suitable container, labelled with the client's name and the dog's name and clearly written instructions on administering it. A veterinary surgeon must prescribe all medications with the details of the prescribing veterinary surgery marked. Mucky Pupz will not administer any medications that have not been prescribed.

## **Charges & Cancellations**

- 42. Clients will provide Mucky Pupz with one calendar months' notice of termination of daycare attendance, regardless of the client's service level. The client's dog(s) may attend during the notice period on the same terms, or alternatively, the account may be paid up in full and terminated immediately.
- 43. Upon cancellation of VIP Membership, all discounts received since the start of the current membership level will be lost. The total cost of services received from inception to cancellation of VIP Membership will be calculated along with the total sum of payments made to date. The difference will either fall due immediately to Mucky Pupz or immediately refunded to the client, whichever is applicable.
- 44. Mucky Pupz will provide the client with one calendar months' notice of the termination of services unless it is deemed necessary to terminate a dog's attendance immediately due to a serious change in behaviour, making continued attendance potentially dangerous. In addition, the contract between Mucky Pupz and the client may be terminated without notice if a client's behaviour towards Mucky Pupz staff is threatening, intimidating or abusive.
- 45. Additional charges are applied to a client's account where services are provided outside Mucky Pupz's normal operating hours of 7:00 am 6:30 pm.
- 46. 'Breakfast Clubs' and 'After School Clubs' require staff rota changes, and as such, the client must provide at least 48 hours notice before reservation or cancellation. The service may be provided in an emergency, with less than 48 hours notice, only with the formal agreement of Mucky Pupz; additional charges may be applied to any service level where adequate notice has not been provided.
- 47. Mucky Pupz reserves the right to apply additional charges to a client's account when a client fails to attend confirmed bookings. The client acknowledges that the confirmed service remains chargeable, and no refund will be applied.
- 48. Mucky Pupz reserves the right to apply late payment charges to any invoice that is 30 days or more overdue. This will be charged at 10% of the outstanding balance and applied to an increasing balance once every 30 days. Any outstanding balances after 90 days will be passed to a debt collection agency.

## PAYG Daycare - Minimum Charges & Cancellations

- 49. For PAYG daycare services, a minimum of 1 day per week attendance is required for safety reasons. The minimum monthly charge for PAYG clients is for four daycare sessions. On cancellation, the client's place will not be reallocated, no refund will be issued, and the client will still be charged for four days of attendance.
- 50. 48 hours notice is required for cancellations that fall outside of the minimum four days of attendance; the client will receive a full refund for these days providing that 48 hours notice has been provided to Mucky Pupz.
- 51. Clients whose dog will be absent from daycare for an extended period (1 month or more) can request that their place be held open in readiness for their return. This will be charged as a 'Holding Fee' and will be charged at 50% of the usual service level charge. For example, two daycare sessions will be charged as a 'Holding Fee', for a usual four days per month of attendance, and four daycare sessions will be charged as a 'Holding Fee' for a usual eight days per month of attendance.
- 52. The 'Holding Fee' will be invoiced at the beginning of each month that the dog is absent from daycare and will fall due on 1st of the month.
- 53. The client's place at daycare will not be permanently reallocated during the period of absence and will be made available to the client immediately when required.
- 54. Mucky Pupz will temporarily utilise the available daycare place, providing it only to existing clients who require an additional day outside their usual service level.

## VIP Membership (Bronze, Silver, Gold & Platinum)

- 55. All VIP service costs, including discounts, are calculated over 12 months, resulting in 12 fixed monthly payments.
- 56. Each service/benefit included in VIP membership is allocated a fixed number of credits for the duration of the membership. *Credits applied:* (*Bronze* = 150, *Silver* = 200, *Gold* = 250, *Platinum* = 350, *Full Grooms* = 12).
- 57. All VIP service levels run for 12 months, starting from the 1<sup>st</sup> of the next available full month, and expire on the last day of the 12<sup>th</sup> month from inception or when the allocated number of services/credits have been utilised, whichever comes first.
- 58. Clients can view available credits from their online account under 'Packages'.
- 59. VIP membership offers clients many benefits and discounts, which are factored into the monthly discounted price. All VIP membership service levels are non-refundable.
- 60. Daycare may be cancelled/rescheduled with at least 48 hours notice; credits will be reapplied to the client's account as appropriate. Failure to provide at least 48 hours notice of cancellation will result in the service/credit being forfeited.
- 61. In the unlikely event that any disputes cannot be resolved, the relevant VIP membership service will be cancelled immediately. The full cost of all benefits received since the start of the VIP Membership will immediately fall due.
- 62. All benefits are discretionary and are provided to add value to the client's VIP membership and cannot be refunded.
- 63. Client accounts must be kept in good standing to receive the benefits of their chosen service level. Failure to keep an account in good standing will result in the VIP Membership being cancelled immediately. The full cost of all benefits received since the start of VIP Membership will immediately fall due.
- 64. Benefits included in all VIP Membership service levels are subject to change without notice.
- 65. Clients whose dog(s) will be absent from daycare for an extended period (1 month or more) can request that their place be held open in readiness for their return. This will be charged as a 'Holding Fee' and will be charged at 50% of the usual service level charge. For example, 50% of the Bronze, Silver, Gold & Platinum service level charges.
- 66. Providing the client's account remains in good standing, all benefits included in the chosen service level will remain during the period of absence.
- 67. The 'Holding Fee' will be invoiced at the beginning of each month that the dog is absent from daycare and will fall due on 1st of the month.
- 68. The client's place at daycare will not be permanently reallocated during the period of absence and will be made available to the client immediately when required.

69. Mucky Pupz will utilise the available daycare place temporarily, providing it only to existing clients requiring an additional day outside of their usual service level.

#### **Boarding Bookings and Cancellations**

- 70. A 25% non-refundable deposit is payable at the time of reservation to secure the booking, with the remainder due 14 days before boarding.
- 71. Boarding is not confirmed until Mucky Pupz has received the client's deposit. The reservation will be held for seven days without a paid deposit before being removed from the client's account.
- 72. The balance may be paid in irregular and variable payments during the preceding months.
- 73. The client may cancel the booking up to 14 days before boarding without further charges.
- 74. Any sums paid in the preceding months prior to cancellation will be refunded in full, excluding the 25% non-refundable deposit paid on reservation.
- 75. Any boarding cancellations within the 14-day period prior to boarding will result in the full invoice amount being due. Unfortunately, this will still be the case should you contract COVID and cannot travel. Mucky Pupz understands that this isn't the client's fault, but a commitment will have been made, and Mucky Pupz cannot resell the booking at short notice.

#### **Service Plans**

Service Plans are discretionary and provided to help with the cost of dog ownership, spreading the cost of services over 12 months. This may include Pay As You Go Daycare, VIP Membership, Pay As You Go Boarding, VIP Boarding and Grooming Plans. Clients are also protected from any annual price increases that may fall within the term of their plan. Further details can be found on the <a href="Mucky Pupz Website">Mucky Pupz Website</a>. If more than one dog is included in a plan, the total cost will be combined and taken as one payment.

## How is the monthly cost calculated?

- the annual cost is calculated for all services included in the 'Service Plan', with any discounts applied.
- The total annual cost is spread evenly across 12 months into 12 fixed monthly payments.
- 76. Each service included in the 'Service Plan' is allocated a fixed number of credits for the plan's duration.
- 77. The 'Service Plan' expires on the last day of the 12th month from inception or when the allocated number of services/credits have been utilised, whichever comes first.
- 78. Any services/credits remaining on expiry of the 'Service Plan' will be forfeited, or alternatively, may be incorporated into a new 'Service Plan'. No refunds will be provided.
- 79. Any services provided that fall outside of the 'Service Plan' will be invoiced separately.
- 80. Clients will be invited to complete a Direct Debit Mandate via GoCardless. We may require the client to make a one-off payment before a Direct Debit is successfully set up.
- 81. 'Service Plans' may be cancelled with at least one month's notice.
- 82. All discounts applied to the 'Service Plan' will be lost upon cancellation. The total cost of services received from inception to cancellation of the 'Service Plan' will be calculated along with the total sum of payments made to date. The difference will either, fall due immediately to Mucky Pupz, or immediately refunded to the client, whichever is applicable.

## **Personal Belongings**

- 83. The client will supply suitable collars and tags, harnesses, leads and coats or accessories that the client wishes to be used. Mucky Pupz will take good care of these items, but all items are left entirely at the client's own risk.
- 84. Boarders and daycare attendees will be required to wear a Mucky Pupz collar and ID tag to ensure that the dog is returned, should they be lost, whilst the client is away.
- 85. Mucky Pupz will keep any keys provided by the client, safe and will only use the keys to collect and return the client's dog and for no other purpose. Mucky Pupz will not let anyone else have the keys, will not copy them and will return them to the client on demand.

86. Mucky Pupz provides adequate parking, free of charge, for all its' clients. Any vehicle left on the premises, is done so entirely at the client's own risk. Mucky Pupz accepts no responsibility for any damages or losses whilst the vehicle is on the premises.

### **Health & Safety**

- 87. No children under the age of 10 are allowed on the premises for health and safety reasons. Any children that do attend with a client or visitor, must stay in the vehicle at all times.
- 88. Mucky Pupz provides clients with an opportunity to see all dogs playing outside when arriving on the premises. Mucky Pupz asks that all clients remain at a safe distance away from fenced areas and do not attempt to touch, feed or engage with any of the dogs onsite. Any unfamiliar interaction can be unsettling for the dogs and may cause the pack to become unstable. Mucky Pupz has a duty to keep all dogs in their care, safe and free from unnecessary stress and this includes the avoidance of any risks associated with interactions with strangers.
- 89. Clients acknowledge that any unauthorised interaction with dogs onsite, is entirely at their own risk and neither Mucky Pupz nor the registered clients of Mucky Pupz, accept any responsibility for any injury that a client may sustain from a dog attending Mucky Pupz daycare services.
- 90. Mucky Pupz reserves the right to withdraw services immediately from any client who does not observe the above rules.
- 91. Food Safety Warning Mucky Pupz provides food and treats for dogs that may contain nuts or tree nut products.
- 92. Clients are advised to inform Mucky Pupz of any known nut allergies so that precautions may be taken where possible, however clients acknowledge that any food or treats provided to either the client or to their dog, cannot be guaranteed as nut-free due to restrictions in the production process.

#### **Privacy & Confidentiality**

- 93. Client confidentiality will be maintained at all times. Client details will be kept private and will never be used for any purpose other than caring for a client's dog.
- 94. It may be necessary to pass the client's personal details to a third-party to ensure that appropriate or emergency care can be provided to the client's dog when required. Permission will always be obtained where possible, however in an emergency, the client acknowledges that any information shared will be for the purposes of caring for their dog only.
- 95. Mucky Pupz utilises social media and posts images and status updates of the dogs in Mucky Pupz care. The client's written permission is always sought beforehand. However, if any posts are deemed inappropriate, Mucky Pupz will remove them immediately upon contact from the client.