

Let's Go



TERMS AND CONDITIONS OF SERVICE

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AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions (**Conditions**).

Contract: the Customer's acceptance of a quotation for Services by the Supplier.

Customer: the person, firm or company who purchases Services from the Supplier.

Customer's Equipment: any equipment, products or facilities provided by the Customer and used directly or indirectly in the supply of the Services.

Document: includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

Services: the services to be provided by the Supplier under the Contract together with any other services which the Supplier provides, or agrees to provide, to the Customer.

Supplier: Lisa Rice, trading as Let's Go Walkies or any other agent, employee or other person carrying out the Services under the Contract.

Supplier's Equipment: any equipment provided by the Supplier and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Customer.

1.2 Headings in these conditions shall not affect their interpretation.

1.3 A reference to **writing** or **written** does not include faxes or e-mail.

1.4 Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.5 References to conditions are to the conditions of the Contract.

2. APPLICATION OF CONDITIONS

2.1 These Conditions shall:

- (a) apply to and be incorporated into the Contract; and
- (b) prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a quotation, or specification or other Document supplied by the Customer, or implied by [law,] trade custom, practice or course of dealing.

2.2 The Customer's acceptance of a quotation for Services by the Supplier constitutes an offer by the Customer to purchase the Services on these Conditions.

3. COMMENCEMENT AND DURATION

3.1 These Conditions have immediate effect from the date any Service is carried out by the Supplier for, or on behalf of, the Customer.

3.2 These Conditions shall be ongoing and apply for all subsequent Services provided by the Supplier to the Customer until terminated in accordance with clause 9.

4. SUPPLIER'S OBLIGATIONS

4.1 The Supplier shall use reasonable endeavours to carry out the Services under the Contract.

4.2 The Supplier shall ensure that its activities are fully insured.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

- (a) co-operate with the Supplier in all matters relating to the Services;
- (b) provide the Supplier with any access to premises that may be required to carry out the Services;
- (c) provide to the Supplier, in a timely manner, the completed Customer Information Form and other information as the Supplier may reasonably require and ensure that it is accurate in all material respects;
- (d) ensure that all Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services;
- (e) give the Supplier at least 24 hours notice if the Customer wishes to cancel one particular Service. This does not terminate the contact.

5.2 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

5.3 The Customer shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of

any of its obligations under the Contract, subject to the Supplier confirming such costs, charges and losses to the Customer in writing.

6. CHARGES AND PAYMENT

6.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the charges as agreed in advanced or as reasonably requested by the Supplier from time to time.

6.2 Where Services are provided on a time basis:

- (a) the charges payable for the Services shall be calculated in accordance with the Supplier's standard fee rates;
- (b) the Supplier's standard daily fee rates for each service are calculated on the basis that each day begins at 8:00am and ends at 5.00 pm;
- (c) the Supplier shall be entitled to charge a fee, determined by the Supplier, proportionate to the standard daily fee rate on a pro-rata basis for each part day;
- (d) all charges quoted to the Customer shall be inclusive of VAT;
- (e) the Customer shall pay for the Service on terms agreed with the Supplier and, in the absence of any agreement, subject to clause 6.2(f) below;
- (f) the Supplier shall invoice the Customer after the Service has been provided or, if ongoing, at a time convenient to the Supplier.

6.3 Any price excludes:

- (a) the cost of any additional materials, including (but not limited to) the pet's food or other essential needs.

6.4 The parties agree that the Supplier may review and increase its charges from time to time. The Supplier will give the Customer notice of any such increase in advanced. If such increase is not acceptable to the Customer, it may terminate the Contract by giving two weeks notice to the Supplier.

6.5 The Customer shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within 7 days of receipt.

6.6 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the due date, the Supplier may:

- (a) charge interest on such sum from the due date for payment at the annual rate of 5% above the base lending rate from time to time of Alliance & Leicester Commercial Bank, accruing on a daily basis and being compounded daily until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand.

The Supplier may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and

- (b) suspend all Services until payment has been made in full.

6.7 Time for payment shall be of the essence of the Contract.

6.8 All sums payable to the Supplier under the Contract shall become due immediately on its termination, despite any other provision. This condition 6.8 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

6.9 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

7. LIMITATION OF LIABILITY

7.1 This condition 7 sets out the entire financial liability of the Supplier to the Customer in respect of:

- (a) any breach of the Contract;
- (b) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

7.3 Nothing in these Conditions limits or excludes the liability of the Supplier:

- (a) for death or personal injury resulting from negligence; or
- (b) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Supplier.

7.4 Subject to condition 7.2 and condition 7.3

- (a) the Supplier shall not be liable for:
 - (i) loss of or damage to goods;
 - (ii) loss of use; or
 - (iii) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- (b) the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the price paid for the particular Service.

8. DATA PROTECTION

The Supplier agrees that any information provided by the Customer to the Supplier for the provision of the Service will remain private and confidential in all circumstances, save if required for legal purposes.

9. TERMINATION

9.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other

9.2 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

9.3 On termination of the Contract (however arising), the following conditions shall survive and continue in full force and effect:

- (a) condition 7;
- (b) condition 9; and
- (c) condition 15.

10. FORCE MAJEURE

The Supplier shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

11. VARIATION

11.1 The Supplier may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

12. SEVERANCE

12.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision

or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

- 12.2 If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13. ENTIRE AGREEMENT

- 13.1 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 13.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract).
- 13.3 Nothing in this condition shall limit or exclude any liability for fraud.

14. RIGHTS OF THIRD PARTIES

A person who is not a party to the Contract shall not have any rights under or in connection with it.

15. GOVERNING LAW AND JURISDICTION

- 15.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.
- 15.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter.