

TERMS AND CONDITIONS OF SERVICE

1. <u>Definitions:</u>

The following definitions apply throughout these terms and conditions:

- 1.1 'You' means the customer(s) requesting the services in a booking accepted by Laurney Lodge who has/have exclusive or shared ownership of the dog for which the services are being provided. The customer(s) has/have full responsibility for complying with the 'Your Obligations' section as noted below.
- 1.2 'Booking' means the booking made by you and accepted by Laurney Lodge for the provision of the services. The details of all bookings are recorded on the Booking Form (copy attached) and as updated from time to time and confirmed in writing by either party.
- 1.3 'Services' mean the provision of luxury dog hotel facilities by Laurney Lodge for the Customer in accordance with the provisions of the 'Our Obligations' section as noted below.
- 1.4 'We' means Laurney Lodge Luxury Dog Hotel carrying on its business at Laurney Lodge, Laurney, Fordoun, Laurencekirk, AB30 1SQ.

2. <u>Bookings:</u>

We want to make the process of booking accommodation for your dog as straightforward as possible, both to ensure that we have all the necessary details for future reference and to give you with the assurance and confidence that your dog will be provided with the very best of care during their stay at Laurney Lodge. To comply with our own procedures and obligations, we have designed the following booking process with which you must comply fully.

- 2.1 You must accurately and truthfully provide all relevant details about your dog and any specific requirements relating to your dog as required on the Booking Form.
- 2.2 Bookings must be made in advance and agreed by Laurney Lodge. Bookings cannot be confirmed until we receive a signed copy of the terms and conditions, completed Booking Form and deposit from you.
- 2.3 We require payment of 50% of the total fee in order to secure your booking. This is subject to a minimum payment of £30. The balance will be payable in full on collection of your dog(s).
- 2.4 We do our best to accommodate requests to change bookings and to offer a flexible service however we do require a minimum of 4 weeks' notice of any changes to your booking dates. Whilst we cannot guarantee to accommodate these changes, we will do our best based on the accommodation rate at the time.
- 2.5 Bookings are non-refundable but are transferable on all cancellations where we have been informed of this at least 4 weeks in advance of the start date of your original

booking. We reserve the right to charge the full fee payable on cancellations made less than 4 weeks prior to the start date should we be unable to secure alternative bookings on the relevant dates.

<u>Fees</u>

Our fees are calculated per calendar day inclusive of day of arrival and departure. We reserve the right to review and increase fees as necessary. Fees may be paid in cash or by debit or credit card.

Our current fees are:

1 Dog - £30 per calendar day

2 Dogs (sharing) - £40 per calendar day

- 3 Dogs (sharing) £47 per calendar day
- 4 Dogs (sharing) £52 per calendar day

These prices include daily walks of at least an hour, along with human time. They will be given a bath/shower before checkout.

Additional extras :- Drop off/pick up service - £1.50 per mile from hotel to pick up/drop off point.

Doggy Day Care - contact for further information Extra walks - £7 per half hour

Drop Off and Collection

4.1 In order to allow us to provide the dogs in our care with the best possible care and attention, we would ask that your dog is dropped off and collected between the following hours:

0900 - 1600 Earliest drop off is 08.30.

Latest pick up time is 1700 to allow us time to clean and prepare the room for our next arrival and feed dogs. Pick-ups after this time will incur an additional £10 fee.

- 4.2 We appreciate that sometimes things do not go to plan and you may be delayed or otherwise detained and unable to collect your dog(s) at the agreed time. Should any issues arise which may result in a delay in collection, you must make contact with us at the earliest opportunity to advise us of this and of your proposed revised collection date and time. Where possible, we will continue to accommodate your dog(s) until you are able to collect and your fee will be amended accordingly. Should our rooms be fully booked, we reserve the right to require your named Emergency Contact to collect your dog(s) at the original date and time agreed.
- 4.3 If for any reason we are unable to make contact with your named Emergency Contact, or your Emergency Contact fails to collect your dog(s) and we are unable to continue to accommodate your dog(s) within our facilities, we reserve the right to make arrangements to have your dog(s) accommodated in other suitable facilities. You will be responsible for the full fees of any

third party provider and we also reserve the right to charge an additional fee to cover the costs of making such arrangements.

4.4 Should you fail to collect your dog(s) on the agreed date and we are unable to make contact with either you or your Emergency Contact for a period of 7 days thereafter, we reserve the right to assume that ownership of the dog(s) has passed to Laurney Lodge and to make arrangements for rehoming wherever possible.

The Services

The safety, security and comfort of your dog(s) is of paramount importance to us. Our hotel is always manned and is security protected by CCTV with motion detectors, a burglar alarm and an industrial fire alarm system 24 hours a day. We want you and your dog(s) to feel relaxed and confident in our care. As such, our bookings are conditional on the following obligations.

Our Obligations:

<u>Rooms</u>

- 5.1 We will provide your dog with luxury accommodation on a single occupancy or shared basis as per your requirements.
- 5.2 Our rooms provide your dog with:
 - 5.2.1 individual outdoor runs

5.2.2 underfloor heating to one half of the suite for comfort and warmth and air conditioning to regulate temperate;

5.2.3 soundproofed walls for that extra peace and quiet and a TV to provide background noise where this is desired;

- 5.3 You will have access at certain times of the day to view your dog(s) via individual room cameras. You will have a unique individual username and password so you can only see in your dog's room.
- 5.4 We recommend that you bring your dog's usual bed, feeding bowls and any favourite toys to provide your dog(s) with familiar objects during their stay with us. If preferred, we can provide suitable dog beds and bowls.

Food, Water & Medications

- 5.5 We will ensure that fresh water is available to your dog(s) at all times.
- 5.6 We recommend that you provide us with a supply of your dog's usual food for use during their stay with us. If preferred, we can provide your dog(s) with basic dry food.
- 5.7 Allergies and medical conditions are taken into consideration, therefore, any special dietary requirements and medication will be accommodated.

Walks and Human Time

5.8 We will provide your dog with at least one full hour walk each day either in one full hour or two half hour sessions, taking advantage of local woodland to provide your dog with the best possible opportunity to enjoy the outdoors.

- 5.9 We will keep your dog on a lead for the duration of the walk unless you have given your express permission that your dog may be walked off the lead.
- 5.10 We will ensure that dogs are walked only by an individual deemed competent by Laurney Lodge.
- 5.11 We will spend time with your dog each day ensuring your dog enjoys plenty of cuddles, play and interaction. This will be either in our outdoor play area or their room, depending on the weather.

Your Obligations:

- 5.12 You must provide Laurney Lodge with at least one contact telephone number where we can reach you while your dog is staying with us. This can be your mobile phone and/or the contact number(s) where you are staying where this is possible.
- 5.13 You must provide Laurney Lodge with the details of at least one named Emergency Contact who can be contacted whilst you are away. Your Emergency Contact should ideally live locally but must, as a minimum, be prepared to travel to Laurney Lodge to collect your dog(s) should this be necessary.
- 5.14 You must provide a copy of your dog(s) up to date vaccination record on arrival. Any dog that does not have an up to date vaccination record cannot not be accepted for the stay booked, however you will be still be liable for the full costs of the booking.

5.15 Your dog(s) must have had their yearly boosters. Your dog does not need to be vaccinated against Kennel Cough, but should you chose to have this vaccination done, it must be done 12 days prior to arrival as this is a live vaccination.

- 5.16 You must provide us with full and up to date details regarding any illness, injury, medical history or medication as required by your dog(s) at the time of booking and ensure that this information is updated regularly as necessary.
- 5.17 Should your dog(s) require regular medication, you must provide us with adequate supplies for the duration of their stay with us. We would recommend that you provide some additional supplies in case of loss or extended stays.
- 5.18 You must provide details of your dog's normal veterinary surgery and registration details.
- 5.19 You must provide an appropriate lead in a good state of repair which can be securely attached to the dog's collar. Your dog must also have a means of identification name tag or similar attached to their collar.
- 5.20 Should your dog display any unexpected signs of aggressive behaviour such as biting around other dogs or people, you must provide an appropriate muzzle to avoid potential injury to other dogs or people during our walks. You must also give permission for us to make use of a muzzle where we believe this is necessary to avoid potential injury.

Health and Wellbeing

We aim to provide all dogs with the highest possible standard of care and attention to ensure their health and wellbeing whilst in our charge. In order to achieve this, the following conditions apply to all bookings:

- 6.1 We walk dogs in public areas where they will likely come into contact with other dogs and people and therefore we cannot accept any dog that has been the subject of any control order, breaches and/or prosecution, particularly under the Animal Welfare Act 2006, the Dangerous Dogs Act 1991, the Dangerous Dogs (Amendment) Act 1997, the Dogs Act 1871 or any other applicable laws. You must disclose any information about your dog that relates to these or any similar offences prior to the booking and advise immediately should your dog become subject to any orders, breaches or prosecutions after your booking has been accepted.
- 6.2 You are responsible for ensuring that your dog is properly trained to come back to the individual walking your dog on command. Should you give permission for your dog to be walked off the lead and your dog then fail to return on command, this is entirely at your risk and Laurney Lodge cannot accept responsibility or liability for any loss or injury sustained. If

you are in any doubt that your dog may not return on command, you should not give permission for your dog to be walked off the lead.

- 6.3 We cannot accept responsibility for any sexual activity involving your dog whilst in our care and therefore you should ensure that your dog has been neutered prior to the booking or that you accept the risk of impregnation or liability for same.
- 6.4 Should your dog be injured or become sick whilst in our care, we will make every effort to contact you or your Emergency Contact prior to authorising any veterinary treatment. Should an emergency arise, we reserve the right to authorise any veterinary treatment required to deal with the emergency without obtaining your prior consent. In either situation, you shall be liable for all veterinary costs and expenses incurred.
- 6.5 Should we require to seek veterinary advice or treatment, we will consult Kirkton Veterinary Centre, Kirktown of Fetteresso, Stonehaven AB39 3UP.

Behaviour and Conduct

We take all reasonable precautions to ensure that your dog has a safe and happy stay with us and therefore the following conditions apply to all bookings:

- 7.1 We reserve the right to use a muzzle on your dog(s) during walks if, in our sole opinion, your dog shows any sign or unsocial or aggressive behaviour towards people or other dogs. We walk in a public forest and therefore we need to be confident that your dog will not cause injury or upset to members of the public, children and other dogs utilising this space.
- 7.2 Should your dog(s) behaviour in a disruptive manner, for example constant barking or howling or show signs of any infectious disease during its stay with us, we will move your dog to our isolation room. This room provides the same high standard of accommodation but allows your dog(s) to be physically isolated from the main block of rooms.
- 7.3 Should your dog(s) show any signs of aggressive behaviour which, in our sole opinion, presents the risk of injury to any person, we reserve the right to require your named Emergency Contact to collect your dog(s) immediately. There shall be no refund available in these circumstances.

Insurance and Liability

We understand that despite best efforts, things can sometimes go wrong and a dog may be involved in injury, damage or harm. We do our utmost to have robust systems in place to minimise any risks and, in addition, the following conditions apply to all bookings:

- 8.1 Laurney Lodge hold appropriate insurance coverage in respect of our obligations in providing the services as outlined.
- 8.2 Our legal liability for accidental loss or injury to animals is limited to £2,000.
- 8.3 Other than for personal injury or death caused by our own negligence, the total aggregate liability of Laurney Lodge and any officer, employee or agent acting for Laurney Lodge in the performance of the services outlined in this contract, whether in contract, delict or otherwise at law, shall be limited to a total of £2,000.
- 8.4 You are responsible and liable for any harm or injury caused by your dog to any person or animal whilst in our care. You should ensure that you hold appropriate insurance to protect you in the case of any liabilities arising.
- 8.5 You shall indemnify Laurney Lodge against any claim, loss, damage, cost, expense (including legal fees), demand or proceedings however incurred or brought in respect of any damage or injury caused by your dog. This means that you accept full responsibility for the actions of your dog and that you shall not in any way attempt to hold Laurney Lodge or our employees or representatives at fault should your dog cause damage or injury.
- 8.6 We cannot accept any liability for any losses incurred by you due to our inability to provide the room(s) as agreed for whatever reason. Should we be unable to provide the room(s), we will make every effort to contact you as early as possible and to assist you in whatever way we can to make alternative arrangements. We will not charge a fee for any dates on which we are unable to provide accommodation and will reimburse any pre-payments made. We cannot make any contribution towards the cost of making alternative arrangements to have your dog accommodated.
- 8.7 We shall not be liable for any failure to provide the service due to acts beyond our control including (but not limited to) Acts of God, extreme weather conditions, accidents or illness. You will be entitled to a full refund of any pre-payments made in these circumstances.

Acceptance

9.1 I/We confirm I/we have read, understood and fully accept the terms and conditions as noted above and have complied and will comply fully with my/our obligations.

Signature(s):	 	
Name(s):	 	
Date:	 	

One copy to be retained by customer and the other to be retained by Laurney Lodge.