

## FETCH & RETRIEVE

### TERMS AND CONDITIONS

Welcome to Fetch & Retrieve!

In these terms, we also refer to Dog Services U.K. Ltd (trading as Fetch & Retrieve), a company registered in England and Wales under company number 14048067 with registered office 128 City Road, London, United Kingdom, EC1V 2NX, as “Fetch & Retrieve” “our”, “we”, or “us”.

And you are you!

#### What are these terms about?

These terms apply when you:

- sign up for one of our Services;
- enter into an Enrolment Form;
- use this website, being <http://www.fetchandretrieve.co.uk> and any other websites we operate with the same domain name and a different extension (“Website”).

#### Services

When we say “Services” in these terms, we mean:

- our doggy daycare services (**Doggy Daycare Services**);
- our dog training services (**Training Services**);
- our dog boarding services (**Boarding Services**); and
- our dog grooming services (**Grooming Services**).

Depending on your selection on the Website, the Services may be provided by way a one-off payment for a Service, or an ongoing subscription as selected by you and agreed with us via the Enrolment Form (“Subscription”).

**If you are purchasing any Service (one-off or as part of a Subscription) excluding a Boarding Service, you acknowledge and agree that by accepting these terms you are providing Fetch & Retrieve with your express consent to commence providing the Services within the 14 day cooling off period, and therefore understand that you will forfeit your right to cancel the Services provided during this period. For more information regarding your statutory right to cancel and 14 day cooling off period, please refer to clause 7.3 of these terms.**

We’ve also used a few other capitalised words and phrases as shorthand to refer to recurring concepts. Each of these are defined in bold and in brackets after the concepts are first mentioned.

If you’re looking for our Privacy Policy, which we will comply with and you also agree to be bound by, you can find it here <https://www.fetchandretrieve.co.uk/privacy-policy> .

If you don’t agree to these terms, please do not register or book any Services. By accepting these terms, you agree to be bound by them.

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#### How do I read these terms?

We separated these terms into three parts, so they are easy to read and understand.

Those parts are:

- Part A: Terms for when you book Services (applies when you register for Services)
- Part B: Terms for when you browse and interact with this Website (applies when you browse)

- Part C: Liability and warranties, and interpretation provisions (applies to both Booking and browsing)

Please let us know if you have any questions about these terms, and don't continue using this Website or book any Services unless you have read and agree to these terms.

### **I've returned to your Website, do I need to read these terms again?**

Please note that we may change any part of these terms at any time by updating this page of the Website, so you may find that different terms apply next time you use this Website or purchase or book Services. You can check the date at the top of this page to see when we last updated these terms.

## **Part A For When Register for Services...**

### **YOUR KEY INFORMATION**

The *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013* say that up to 14 days after booking Services, in some cases, you can change your mind and get a full refund. You understand that this does not apply to the Boarding Services we offer.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;
- if a price hasn't been agreed upfront, what you're asked to pay must be reasonable;
- if a time hasn't been agreed upfront, it must be carried out within a reasonable time.

This is a summary of some of your key rights in the United Kingdom. For detailed information from Citizens Advice please visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 0808 223 1133.

The information above summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

#### **1 REGISTERING FOR SERVICES**

- (a) You will be taken to have accepted this agreement if you order, accept or pay for any Services provided by Fetch & Retrieve after receiving or becoming aware of these terms.
- (b) To receive our Services, please follow these steps:
  - (i) submit an initial enquiry form via our Website, or contact us directly to express your interest. We will then have a discussion to discuss your needs and suitable services;
  - (ii) if you wish to proceed, complete the Enrolment Form provided by us;
  - (iii) once we review and accept your Enrolment Form, let us know what Services you want through a client request form (**Client Request Form**);
  - (iv) then, we'll provide you with an Invoice for payment by you, detailing the specific services and associated fees.
- (c) This agreement will apply to all of your dealings with Fetch & Retrieve, including being incorporated into all Enrolment Forms, Client Request Forms and Invoices under which Fetch & Retrieve is to provide Services to you.
- (d)
- (e) This Part A of these terms is not agreed between you and us until we have approved your Enrolment Form and you receive an email from us confirming that your Enrolment Form has been accepted.

- (f) Registering for Services constitutes your acceptance to enter into a contract with us under these terms, where we will provide you with the Services you have registered for in exchange for your payment of the total fees as notified by us to you (**Fees**).
- (g) Unless otherwise agreed, we may, in our discretion:
  - (i) not perform the Services until you have paid any Fees or deposit payable in respect of such Services; and
  - (ii) withhold performance of the Services until you have paid an invoice in respect of such Services.

## 2 OUR SERVICES GENERALLY

### 2.1 SERVICES GENERALLY

The Services we provide to you will be specified in an Invoice, and we will perform these Services in accordance with the details outlined in each relevant Invoice.

### 2.2 TELL US ABOUT YOUR DOG

- (a) We understand that all dogs are unique and have their own preferences, sensitivities and history. If there is anything that you think we should know about your Dog before we provide the Services, please let us know so that we can accommodate their needs to the best of our ability. This includes:
  - (i) any previous or current medical conditions, illnesses or injuries;
  - (ii) any allergies or intolerances;
  - (iii) any sensitivities to people, objects, dogs or other animals;
  - (iv) any aggressive or anxious tendencies; or
  - (v) anything else that affects your Dog's health, wellbeing or behaviour.
- (b) We reserve the right to refuse to provide the Services to any dog we deem unfit or unsafe for the Services, including dogs that are seriously unwell, injured, aggressive or anxious.
- (c) You represent and warrant that your Dog is desexed and up to date with its vaccinations, de-worming and de-fleaing and we will assume this is the case unless you tell us otherwise. If we discover that your Dog is not up to date with its vaccinations or is not desexed, we may, at our discretion, refuse to provide the Services to you and your Dog.

### 2.3

### 2.4 PET INSURANCE REQUIRED

- (a) You are required to maintain valid and up-to-date pet insurance for your Dog participating in any of our Services. The insurance should provide coverage for accidents, injuries, illness, and third-party liability. It is your responsibility to ensure that the insurance policy remains active and provides adequate coverage throughout the duration of your dog's participation in our Services.
- (b) We retain the right to request proof of insurance before the commencement of any Services.

### 2.5 HOT AND COLD WEATHER POLICY

- (a) The safety and well-being of the dogs in our care are of utmost importance. We closely monitor weather conditions, including temperature, humidity, wind chill and snow.
- (b) At our absolute discretion, we may cancel or modify the Services on days when it is deemed too hot or cold to ensure the dogs' safety.
- (c) In the event we cancel the Services due to weather or safety concerns, you will be issued a credit for the full value of the relevant service. Please note that refunds will not be issued under these circumstances.

### 2.6 ID TAGS & COLLARS/HARNESSSES

- (a) As required by law, your Dog(s) must wear a collar or harness and ID tag. You take full responsibility and liability for ensuring your Dog(s) are equipped with these items prior to us undertaking any Service.
- (b) If your Dog does not have a secure harness (as determined in our absolute discretion), we will collect and return your Dog on a 'slip lead' for your Dog's safety.

### 3 DOGGY DAYCARE SERVICES

#### 3.1 GENERAL

- (a) You can purchase Doggy Daycare Services on a one-off ad hoc basis, or as part of a Subscription.
- (b) If you purchase Doggy Daycare Services on an ad-hoc basis, you acknowledge that you must book in advance as our daycare spots can fill up quickly.
- (c) Our doggy daycare services are provided at our designated facilities, as specified by us (**Properties**). The Properties can be highly stimulating and busy environments with lots of dogs or other animals, loud noises, hazardous objects, proximity to main roads and bodies of waters, and other potential hazards.
- (d) Your Dog's safety is our highest priority and we will do everything reasonably necessary to look after your Dog while it is in our care, however we make no guarantee that it will be in an environment free from hazards.
- (e) Dogs participating in our Doggy Daycare Services will have off-leash interactions and socialisation opportunities with other dogs in our care. While we maintain a supervised and controlled environment to ensure the safety and well-being of all dogs during socialisation activities, interactions cannot be guaranteed to be completely free of incidents or conflicts.
- (f) We may also lead walk your Dog in local or public spaces on certain days, or take your Dog to another one of our fixed locations for enrichment purposes.
- (g) By signing up for our Doggy Daycare Services, you accept and assume, to the maximum extent permitted by law, any risks associated with:
  - (i) your Dog travelling to and playing in the Properties or such other location including public places; and
  - (ii) off-leash socialisation.
- (h) It is your responsibility to let us know if your Dog is sensitive to any particular environments (including highly stimulating environments or environments where there are multiple dogs or people present). If you fail to let us know, we will assume that any locations we choose to exercise, walk or play with your Dog are suitable for your Dog.
- (i) We reserve the right to cancel any Booking if your Dog shows any signs of aggression or behaviour issues, or if we believe that your Dog will not be suitable for interaction with other dogs, or our Services. If we make this determination after we have commenced the Services, we will return the Dog to your Home Address.

#### 3.2 COLLECTION AND DROP OFF

- (a) Our Services include collection and drop off to the address you have provided in the Enrolment Form (**Home Address**).
- (b) You must ensure that your Dog is at the Home Address and easily accessible from 7.00am on the date of your Booking (**Collection Time**).
- (c) If your dog is not at the Home Address, or is not easily accessible (for example, if they are behind a locked door or gate or inside an apartment building) we may not be able to collect your Dog and therefore will not be able to provide the Services. However, the relevant Fees will apply and it will counted as a "no-show".
- (d) To facilitate the smooth drop-off and collection of your dog, we kindly request that you provide us with two sets of house/gate keys. This will ensure easy access to your

property and allow us to provide our Services efficiently. However, this is not a requirement if you do not feel comfortable doing so.

- (e) We will return your Dog to your Home Address at the end of the day at a time in our sole discretion, usually between 4.00pm and 7.30pm (**Drop-Off**).
- (f) The week prior to when we are scheduled to perform the Services, we will provide you with a one-hour window in which we will collect/drop off your Dog.
- (g) However, Collection and/or Drop-Off may be delayed and we will not be liable to you if Collection and/or Drop-Off is earlier or later than any estimated times, including for traffic delays.
- (h) Once your Dog has been Dropped-Off at the Home Location, it becomes your responsibility, and to the maximum extent permitted by law, we are not liable for any issues or incidents involving the Dog.
- (i) If you would like your Dog to be dropped off or collected from an alternative address, you must provide us with at least 7 days prior notice as we may be required to alter our schedule.
- (j) In the event we encounter circumstances preventing the Dog's return to your (or another pre-arranged) residence (for example, unavailability of access), we retain absolute discretion to arrange appropriate overnight accommodation for the Dog. In such cases, you shall be subject to charges equivalent to 24 hours worth of care. iCHANGING OR SWAPPING DAYCARE DAYS
- (k) If you wish to request changes to the agreed-upon days for the Doggy Daycare Services (as specified in the Enrolment Form), you must provide us with at least 7 days' advance notice. Please note that notice must be given in the form of a Client Request Form. While requests made through messages transmitted via WhatsApp or email may be acknowledged, we cannot guarantee this.
- (l) While we will make reasonable efforts to accommodate your request, you acknowledge and accept that:
  - (i) such changes are subject to availability and our scheduling considerations, and we cannot guarantee that the changes will be feasible or possible; and
  - (ii) swapping individual days, such as switching from a Monday to a Thursday, may not be permissible due to scheduling and other booking considerations.
- (m) If we are unable to fulfil your request made pursuant to clause 3.2(l), we will provide you with a credit. The credit will be equal to the value of the affected daycare day(s) and can be applied towards future Doggy Daycare Services.
- (n) We will promptly communicate with you regarding the status of your requested changes, or if any adjustments are not possible due to scheduling constraints.
- (o) If your request is made with less than 7 days' notice (for example, if your dog is unexpectedly ill), an administrative fee of £5 will apply for each approved day swap to cover the costs associated with rescheduling and adjusting our arrangements. Any approved day swaps must be booked within a 7 day period from the original booking date to be eligible for consideration
- (p)
- (q) You acknowledge and agree that you are only permitted a maximum of 3 credits for missed Services due to your Dog's illness within a 12-month timeframe. While we genuinely care about your Dog's well-being, exceeding this limit may indicate that our Services may not be the optimal fit for your Dog's current needs.
- (r) Please note that the total accumulated credit cannot exceed £250 and must be used within 6 months from the date it was issued. Any unused credit beyond this timeframe will be forfeited.

### 3.3 SUBSCRIPTION SERVICES

- (a) **(Your subscription)** You have the option to sign up for a Subscription, where you can purchase credits and select specific days per week for your Dog's attendance at doggy daycare. The details of your Subscription will be as agreed in writing. Please note that we offer credits in different packages (please see our Website or contact us for more information), and 1 credit = 1 day of Doggy Daycare Services.
- (b) Your Subscription operates on a rolling monthly basis, meaning it automatically renews each month unless cancelled (**Renewal Date**).
- (c) **(Cancellation)** If you wish to cancel your Subscription, you must provide us with at least 7 days' notice prior to the Renewal Date. This allows us to make necessary adjustments to our scheduling and accommodate other clients.
- (d) **(Pausing your subscription)** You have the option to temporarily pause your Subscription for up to 4 weeks. To request a pause, provide us with 7 days' notice before the desired start date. During the pause, no charges will occur. To resume, notify us 7 days' prior to the desired resumption date. Unused days or credits will carry over. This pause option is available once per 12 month period. Please contact us for further details.
- (e) **(Change in days during subscription)** If you wish to increase or decrease the number of days for your Dog's attendance of Doggy Daycare Services during the Subscription period, the following provisions will apply:
  - (i) **(Increasing days)** If you wish to add additional days to your Subscription, you must submit a Client Request Form at least 7 days in advance of the desired start date for the additional days. We will calculate the additional fees on a pro-rata basis for the remaining duration of the current subscription period.
  - (ii) **(Decreasing days)** If you wish to reduce the number of days in your Subscription, you must submit a Client Request Form at least 7 days in advance of the desired change. Any unused credits or days will be carried over to the next subscription period. We will adjust the fees for the subsequent renewal periods on the revised number of days.
  - (iii) Please note that any changes in days during the Subscription period are subject to availability and our approval. We will use reasonable efforts to accommodate your requests but cannot guarantee availability for the desired additional days.

### 3.4 INJURIES CAUSED BY OTHER DOGS

On rare occasions, dogs may cause injury to other dogs while under our care. In such instances, we prioritise privacy and confidentiality obligations, which may prevent us from sharing details of the relevant owners involved. It is important to note that dog injuries do not automatically imply fault or aggression from another dog. We strive to ensure the well-being of all dogs in our care and handle incidents responsibly and professionally.

### 4 BOARDING SERVICES

- (a) **(Our boarding services)** We offer short-term and long-stay Boarding Services for your Dog, where we will provide them with a comfortable environment, regular exercise and socialisation to keep your Dog happy and healthy.
- (b) **(Potential for a different carer)** We make every effort to ensure that your Dog stays with the same carer during Boarding Services. However, there may be situations beyond our control where your Dog may need to be looked after by a different carer.
- (c) By booking the Boarding Services, you consent to:
  - (i) your Dog being boarded with other dogs from different households;
  - (ii) your Dog being walked with other dogs from different households;
  - (iii) your Dog sharing outdoor areas with dogs from other households, such as gardens and yards;
  - (iv) your Dog being let of its lead outside the home environment;

- (v) if you have more than one Dog that we are providing the Boarding Services to, the Dog's can be housed together;
  - (vi) your Dog being fed at the same time and/or in the presence of other dogs; and
  - (vii) your Dog being crated (if you have advised that this forms part of their normal routine).
- (d) We will keep you informed about your Dog's well-being and promptly address any concerns that may arise.
- (e) You acknowledge and agree that:
- (i) your Dog must be up-to-date with its vaccinations;
  - (ii) you are responsible for providing your Dog's food and any necessary medications during their stay;
  - (iii) if you provide insufficient food and/or medication, you will be responsible to refund the carer or us for any costs incurred in purchasing more food/medication;
  - (iv) we reserve the right to adjust or increase your Dog's diet and food intake if we deem it necessary (for example, if your Dog is engaging in increased exercise during their stay and requires additional food);
  - (v) if the boarding environment is causing significant stress or illness to your Dog, we reserve the right to return the Dog to a designated family member or emergency contact for the well-being and safety of the Dog, at our absolute discretion;
  - (vi) your Dog will socialise with other dogs and you accept the risks involved and agree that Fetch & Retrieve are not liable for any illnesses or injuries resulting during your dog's attendance;
  - (vii) any damages caused by your Dog during their stay will be your responsibility to cover;
  - (viii) in the event that your Dog becomes injured or ill (including fleas, ticks or lice) during their stay, we reserve the right to seek veterinary care for them from our nominated vet. You, as the client, are responsible for any associated costs incurred for veterinary treatment;
  - (ix) In the event we encounter circumstances preventing the Dog's return to your (or another pre-arranged) residence (for example, unavailability of access), we retain absolute discretion to arrange appropriate overnight accommodation for the Dog. In such cases, you shall be subject to charges equivalent to 24 hours worth of care; and
  - (x) if after 2 weeks following your stated return date you have not returned to collect your Dog(s) and every attempt has been made to contact you and your emergency contact number without success then your dog(s) will be put up for re-homing.
- (f) **(Cancellation)** As noted at the start of these terms, the Consumer Regulations do not apply to Boarding Services and therefore you are not entitled to a 14 day cooling-off period. If you need to cancel a booked Boarding Service, the following will apply:
- (i) Cancellation more than 1 month of the booking date – full refund;
  - (ii) Cancellation within 1 month of the booking date – 75% of the Fees are payable;
  - (iii) Cancellation within 1 week of the booking date – 50% of the Fees are payable;
  - (iv) Cancellation within 48 hours – 100% of the Fees are payable.
- (g) **(Lifetime support)** Where we provide Training & Boarding Services to you, we may offer Lifetime Support to you and your Dog. Please see clause 7 for terms and conditions.

## TRAINING SERVICES

- (a) **(Our training services)** We offer different Training Service packages, which are designed for different dog ages, training levels and dog training goals. Our Training Service packages are offered as one-on-one or group sessions. For more information, please see our Website.
- (b) If you want to sign up for Training Services, please phone us to discuss your Dog's requirements. Following this call, we will provide you with a recommendation for one of our Training Service packages.
- (c) **(Dog training goals)** If you have any goals or concerns that you would like us to address in our dog training sessions, please let us know before we provide the Training Services. This includes:
  - (i) any tricks, commands or behavioural habits you would like us to teach your Dog;
  - (ii) any bad habits that your Dog has picked up; or
  - (iii) anything else you would like us to focus on or achieve during the training sessions.
- (d) If we consider that your Dog is not going to achieve the expected or desired results, we will communicate this with you and discuss other options.
- (e) **(Location)** We offer Training Services in various locations, both public and private. These locations are outdoors and may have natural elements, other dogs, people, and potential hazards. We prioritize your Dog's safety and take reasonable measures to care for them. However, we cannot guarantee a hazard-free environment. By using our Training Services, you acknowledge and accept any risks associated with your Dog being in such environments.
- (f) **(Cancellation)** Subject to your right to cancel (see clause 7.3), if you wish to cancel a Booking for a Training Service, you must provide us with at least 48 hours' notice to avoid being charged a cancellation fee (being the full price of the Fees payable for the Training Services).
- (g) **(Late to session)** If you are late to a Training Services session, no additional time will be provided and the full fees are applicable.
- (h) **(Disclaimer)** You acknowledge and agree:
  - (i) by signing up for a Training Service package, you agree to be responsible for the full cost of the package, regardless of whether you feel your Dog requires the entire duration or content of the package;
  - (ii) while we strive to provide effective and professional training, the outcome of training sessions may vary depending on factors such as the dog's temperament, prior training, and consistency of owner participation. We do not guarantee specific results or behavioral changes;
  - (iii) it is your responsibility to ensure that your dog is in good health and suitable for training. We reserve the right to refuse or terminate Training Services if we determine that the dog poses a risk to the safety of others or if the dog is unwell or injured;
  - (iv) while we make every effort to create a safe training environment, we cannot be held liable for any injuries, accidents, or damages that may occur during or as a result of the Training Sessions. You assume all risks associated with participating in the Training Services; and
  - (v) training is a collaborative process that requires your active participation and consistent practice outside of the training sessions. You are responsible for following through with training exercises and implementing the techniques as instructed.
- (i) **(Lifetime support)** Where we provide Boarding & Training Services to you, we may offer Lifetime Support to you and your Dog. Please see clause 7 for terms and conditions.



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#### GROOMING SERVICES

- (a) If you are purchasing any Grooming Services for your Dog, you will be asked to discuss your styling or grooming requirements with our groomer. We may charge additional Fees based on the complexity of your requirements.
- (b) While we try our best to meet your specific grooming needs, we can't guarantee a specific outcome for your Dog's appearance. If you're unhappy with our Grooming Service, please let us know, and we'll do our best to address your feedback. However, we reserve the right to refuse a refund if we believe we've provided the service with due care and skill. This doesn't affect your rights under consumer laws.
- (c) We use dog-friendly third party products as part of our Grooming Services (**Products**).
- (d) You must inform us if your Dog has any allergies or sensitives to any products.
- (e) We are not responsible for any adverse reactions your Dog may have to the Products used or the Grooming Services, to the maximum extent permitted by law.

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#### LIFETIME SUPPORT

- (a) Where you book either our Boarding & Training Services, we may offer lifetime support services (**Lifetime Support Services**).
- (b) The Lifetime Support Services include:
  - (i) for the first 14 days after your Dog's return from Boarding Services or Training Services handover, you can connect with us through our messaging platform if you need some advice regarding your Dog;
  - (ii) after the initial 14 day period, you can reach out to our Customer Service Team via phone or email with details of the support you require, after which (subject to our absolute discretion), will we offer you:
    - (A) a telephone call or video chat with one of our trainers to provide you with advice about your Dog (**Consult**); or
    - (B) a personalised 1:1 session with a trainer (**1:1 Session**). The 1:1 Sessions are available by appointment and are subject to our availability. You are required to travel to the trainer, and any associated travel costs are your responsibility. We aim to keep the travel distance within a reasonable 2-hour car ride. The 1:1 Sessions occur twice per month on Fridays, with specific dates and times subject to availability.
    - (C) Work carried out in these sessions will only be focused on the original goals outlined and agreed by the company at the time of booking.
- (c) Please note that the trainer allocated to you for either a Consult or 1:1 Session may not be the same trainer that you have worked with previously.
- (d) You acknowledge and agree that:
  - (i) we cannot guarantee or warrant any specific outcomes regarding your Dog's behavior or training as part of the Lifetime Support Services;
  - (ii) there is no guarantee that your Dog will never misbehave, and we do not make any such assurance in the training offered as part of our Lifetime Support Services;
  - (iii) Dog training is an ongoing process, and your active participation, consistent training, and maintenance of training techniques are essential. Our Lifetime Support Services are designed to assist you, but the responsibility for your Dog's behavior ultimately rests with you as the owner; and
  - (iv) to the extent permitted by applicable law, we shall not be liable for any damages, losses, or claims arising from or in connection with the Lifetime Support Services, including any actions or behaviors of your Dog.

## 8 CHANGES TO YOUR BOOKING

### 8.1 CANCELLATION BY US

- (a) We reserve the right to cancel the Services:
  - (i) if your dog:
    - (A) shows signs of illness, injury or distress upon drop-off or collection;
    - (B) becomes ill, injured or distressed during participation in any Services;
    - (C) exhibits aggressive or destructive behaviour,
  - (ii) if you are in breach of any of your obligations or these terms;
  - (iii) for any reason, and will notify you of this as soon as possible.
- (b) Where payment has already been debited, the full amount will be credited back to your original method of payment, less any reasonable deductions which we shall be permitted to make for losses suffered, including additional costs incurred by us.

### 8.2 CANCELLATION BY YOU

In addition to your right to cancel outlined below, specific cancellation rights may apply to each individual service. Please review the corresponding service clause to understand your cancellation rights for that particular service.

### 8.3 YOUR COOLING OFF RIGHTS

- (a) You have the right to cancel this contract for Services (excluding Boarding Services) within 14 days without giving a reason. However, if you ask us to start providing the services during this cancellation period and we complete the work within this time, you cannot cancel.
- (b) The cancellation period ends 14 days from the day you enter into this contract.
- (c) To cancel, you must clearly inform us in writing, such as by email or by using our model cancellation form available [here](#)
- (d) You can meet the cancellation deadline by sending your cancellation before the period expires.
- (e) By accepting these terms, you agree that we can start providing the Services within the 14-day cancellation period. You acknowledge that once the work is completed within this period, you cannot cancel.
- (f) This means that if we start and complete the services within the cancellation period, you cannot cancel and will need to pay the full price, even if the cancellation period hasn't ended.
- (g) If you cancel the contract in accordance with this clause 7.3, we will refund all payments you made, except if you requested us to start providing the Services during the cancellation period. In that case, you will need to pay for the Services provided up to the point of cancellation. This payment will be proportional to the work completed compared to the full price of the contract.
- (h) We will process the reimbursement within 14 days of receiving your cancellation request. The refund will be made using the same payment method you used for the initial transaction, unless you agree to a different method. You will not incur any fees as a result of the refund.
- (i) This does not affect your rights if the services are faulty. A summary of these rights is provided at the top of this page.

## 9 PAYMENT

- (a) All prices are:
  - (i) as displayed on the invoice provided to you prior to commencement of the Services (**Invoice**);

- (ii) in British Pounds (except where otherwise indicated); and
  - (iii) subject to change without notice prior to your Booking.
- (b) **(Payment obligations)** You must pay Fees to us in the amounts and at the times specified in the Invoice. Full payment for the Services must be made in cleared funds before the commencement of the Services. If a payment schedule has been agreed upon in writing, you agree to make each installment payment in full on the specified date using the designated payment method.
- (c) **(How to make payment)** All payments must be made using the link provided on your Invoice, through one of our designated third-party payment providers, as specified on the payment page accessible via the Invoice link.
- (d) **(VAT)** Unless specified otherwise, the amounts mentioned in an Invoice include VAT, and you are responsible for paying the applicable VAT.
- (e) **(Online payment partner)** We may use third-party payment providers (**Payment Providers**) to collect payments for the Services, including Stripe.com. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment. Stripe.com's terms of use are available here: <https://stripe.com/gb/checkout/legal>. Stripe.com's Services Agreement with us is available here: <https://stripe.com/gb/ssa>. Both sets of terms are binding on you.
- (f) **(Pricing errors)** If we find a mistake in the price of your booking, we will let you know as soon as possible. You can then decide if you want to purchase the booking at the correct price or cancel it. If you choose to cancel and we have already charged you, we will refund the full amount back to your original payment method.
- (g) **(Subscriptions)** The Fees for your Subscription (**Subscription Fees**) will continue to renew indefinitely on each Renewal Date, unless cancelled in accordance with clause 3.4(b).
- (h) **(Direct debit)** The Subscription Fees are paid using direct debit (**DD**). In signing up for a Subscription, you:
- (i) authorise direct debit in line with our Payment Provider's separate DD Authorisation Form and any DD Agreement as applicable;
  - (ii) agree to enter into any DD Agreement required by our Payment Provider;
  - (iii) authorise us to charge your bank account or credit card in advance in line with any DD Authorisation Form and any DD Agreement;
  - (iv) must ensure that there are sufficient funds available in your account to allow our Payment Provider to debit the Fees payable;
  - (v) acknowledge and agree that there may be additional payments required from the Payment Provider if you miss or fail to make any payment. These terms are separate and in addition to this agreement; and
  - (vi) acknowledge that we will not pay any charge back amount if you fail to cancel your Subscription in accordance with this clause. By choosing a recurring payment plan, you acknowledge that your Subscription has an initial and recurring payment feature and you accept responsibility for all recurring charges prior to your cancellation of your Subscription. We may submit periodic charges for the Subscription Fees without further authorization from you, until you provide prior written notice (receipt of which is confirmed by us) that you have terminated this authorization or wish to change your payment method. Such notice will not affect charges submitted before we could reasonably act on such notice. To terminate your authorization or change your payment method, please contact us via the email address set out on our Website.

10 **PHOTOGRAPHY AND VIDEOGRAPHY**

- (a) In the course of providing the Services, we may take photographs or video recordings of you and/or your Dog.
- (b) From time to time, we may upload such photographs or video recordings to our social media platforms for the sole purpose of promoting our brand and Services.
- (c) If you do not want us to take photos or videos of you or your Dog, please let us know in writing before we provide any Services to you. Otherwise, your acceptance of this agreement (and our privacy policy as in force from time to time) will constitute your consent to us storing, maintaining, using and disclosing (including capturing and sharing) such photos and videos.

11 **SUBCONTRACTING**

Fetch & Retrieve may subcontract any aspect of providing the Services and you give your consent to such subcontracting.

12 **CONSUMER RIGHTS**

- (a) By law, the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013* say that we must give you certain key information before a legally binding contract between you and us is made. This information is set out at the start of these terms. If you cannot access this information for any reason, you are welcome to contact us using the functionality on the website, or at the contact email address above, and we will provide you with a copy of this information.
- (b) The key information we give you by law forms part of this contract (as though it is set out in full here).
- (c) If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

Part B **For When You Browse This Website...**

13 **ACCESS AND USE OF THE WEBSITE**

You must only use the Website in accordance with these terms and any applicable laws, and must ensure that your employees, sub-contractors and any other agents who use or access the Website comply with these terms and any applicable laws.

14 **YOUR OBLIGATIONS**

You must not:

- (a) copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher or decompile any part or aspect of the Website without the express consent of Fetch & Retrieve;
- (b) use the Website for any purpose other than the purposes of browsing, selecting or purchasing Products;
- (c) use, or attempt to use, the Website in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
- (d) use, or attempt to use, the Website in a manner that may interfere with, disrupt or create undue burden on the Website or the servers or networks that host the Website;
- (e) use the Website with the assistance of any automated scripting tool or software;
- (f) act in a way that may diminish or adversely impact the reputation of Fetch & Retrieve, including by linking to the Website on any other website; and
- (g) attempt to breach the security of the Website, or otherwise interfere with the normal functions of the Website, including by:
  - (i) gaining unauthorised access to Website accounts or data;

- (ii) scanning, probing or testing the Website for security vulnerabilities;
- (iii) overloading, flooding, mailbombing, crashing or submitting a virus to the Website; or
- (iv) instigate or participate in a denial-of-service attack against the Website.

15 **INFORMATION ON THE WEBSITE**

- (a) While we make every effort to ensure that the information on the Website is as up-to-date and accurate as possible, you acknowledge and agree that we do not (to the maximum extent permitted by law) guarantee that:
  - (i) the Website will be free from errors or defects (or both, as the case may be);
  - (ii) the Website will be accessible at all times;
  - (iii) messages sent through the Website will be delivered promptly, or delivered at all;
  - (iv) information you receive or supply through the Website will be secure or confidential; and
  - (v) any information provided through the Website is accurate or true.
- (b) We reserve the right to change any information or functionality on the Website by updating the Website at any time without notice, including product descriptions, prices and other Website Content.

16 **INTELLECTUAL PROPERTY**

- (a) Fetch & Retrieve owns the Website and all its contents (such as text, images, logos, and software) (**Website Content**). Fetch & Retrieve reserves all rights to any intellectual property owned or licensed by us, unless expressly granted to you.
- (b) You are not permitted to reproduce, transmit, adapt, distribute, sell, modify, or publish the Website or any of its contents without written consent from Fetch & Retrieve.

17 **THIRD PARTY TERMS AND CONDITIONS**

- (a) The Customer acknowledges and agrees that third party terms & conditions (**Third Party Terms**) may apply.
- (b) The Customer agrees to any Third Party Terms applicable to any third party goods and services, and Fetch & Retrieve will not be liable for any loss or damage suffered by the Customer in connection with such Third Party Terms.

18 **LINKS TO OTHER WEBSITES**

- (a) The Website may contain links to other websites that are not our responsibility. We have no control over the content of any linked websites, and we are not responsible for that content.
- (b) Inclusion of any linked website on the Website does not imply our approval or endorsement of the linked website.

19 **SECURITY**

We do not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Website. You should take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference.

## 20 REPORTING MISUSE

If you become aware of misuse of the Website by any person, any errors in the material on the Website or any difficulty in accessing or using the Website, please contact us immediately using the contact details or form provided on our Website.

## Part C Liability And Other Legal Terms...

### 21 LIABILITY

- (a) To the maximum extent permitted by applicable law, Fetch & Retrieve limits all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this Website, these terms or any Services provided by Fetch & Retrieve, is limited to the greater of:
  - (i) the total Fees paid to Fetch & Retrieve by you in the 3 months preceding the first event giving rise to the relevant liability; and
  - (ii) £100GBP.
- (b) To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in these terms are excluded.
- (c) **(Indemnity)** You indemnify Fetch & Retrieve and its employees and agents in respect of all liability for loss, damage or injury which is or may be suffered by any person arising from your or your representatives':
  - (i) breach of any of these terms;
  - (ii) negligent, wilful, fraudulent or criminal act or omission; or
  - (iii) use of any goods or Services provided by Fetch & Retrieve.
- (d) **(Consequential loss)** To the maximum extent permitted by law, under no circumstances will Fetch & Retrieve be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this Website, these terms or any Services provided by Fetch & Retrieve (except to the extent this liability cannot be excluded under law).
- (e) Nothing in these terms or provision of any Service will exclude or limit a party's liability for fraud or intentional unlawful conduct by a party, or death or personal injury resulting from a party's negligence.
- (f) To the extent that any applicable law restricts the exclusion of liability under these terms or an order, including provisions like sections 3, 6, and 11 of the *Unfair Contract Terms Act 1977* in the UK (and similar laws in other jurisdictions) that pertain to reasonableness, the limitations stated in this clause will be adjusted accordingly. However, any exclusions of liability that are not impacted by such restrictions will remain fully applicable.

### 22 WHAT HAPPENS IF WE HAVE A DISPUTE?

- (a) If a party believes that a dispute has arisen related to these terms, they must not initiate court proceedings regarding the dispute (except for urgent interlocutory injunctions) unless they have followed the requirements in this clause.
- (b) If a party wants to resolve a dispute arising from this agreement, they must provide written notice to the other party/parties involved, explaining the details of the dispute and requesting resolution under this clause.
- (c) After the dispute notice is given, each party must make their best efforts to resolve the dispute in good faith. If the dispute remains unresolved after 14 days (or a different agreed-upon period in writing) from the notice date, any party to the dispute may begin legal proceedings to address the dispute.

**GENERAL**

- (a) **(Governing Law)** This agreement and any disputes or claims arising from it will be governed by and interpreted under the laws of England and Wales. Both parties agree that any disputes or claims related to this agreement will be exclusively resolved in the courts of England and Wales.
- (b) **(Notice)** Any notice given under these terms must be in writing and addressed to us at the details set out at the start of these terms or otherwise provided to you when you engage us. A notice may be sent by standard post or email and will be regarded as given and received after 48 hours in the case of post, or 24 hours after the email was sent.
- (c) **(Third Party Rights)** This agreement does not give rise to any rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this agreement.
- (d) **(Force Majeure)** Neither party will be liable for any failure to perform its obligations in terms of this agreement in circumstances beyond their reasonable control. If such circumstances arise, the affected party must promptly provide notice to the other party and resume performance once the circumstances preventing performance subside.
- (e) **(Waiver)** No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.
- (f) **(Severance)** If any part of these terms is found to be invalid or unenforceable, that specific part will be removed, and the rest of the terms will remain valid and enforceable without any limitations or effects.
- (g) **(Joint and several liability)** An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.
- (h) **(Entire agreement)** This agreement represents the complete understanding between the parties and overrides any previous negotiations, arrangements, or agreements, whether written or oral, regarding the subject matter discussed in these terms.