

OUR TERMS

1 These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply services to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2 Information about us and how to contact us

- 2.1 **Who we are.** We are Happy Landing Animal Rescue, a charity registered in England and Wales. Our registration number with the Charities Commission is 287194 and our registered office is at Happy Landings Animal Rescue, Pye Hill, Pylle, Shepton Mallet, Somerset BA4 6TG.
- 2.2 **How to contact us.** You can contact us by telephoning our team on 01749 860350 (Monday-Friday between 9am-1pm and between 2pm-4.00pm, Saturday 10am - 12pm and between 2pm - 4pm and Sundays 10am – 12pm) or by writing to us at enquiries@happy-landings.org.uk
- 2.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your booking.
- 2.4 **"Writing"** includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3 Our contract with you

- 3.1 **How we will accept your booking.** Our acceptance of your booking will take place when we tell you that we are able to provide you with the service. We will also confirm the booking in writing to you, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your booking.** If we are unable to accept your order, we will inform you of this and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for.

4 Your rights to make changes

If you wish to make a change to the booking, please contact us as soon as possible. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. We will also confirm the changes in writing to you.

5 Our rights to make changes

- 5.1 **Minor changes to the services.** We may change the services:
- (a) to reflect changes in relevant laws and regulatory requirements; and
 - (b) to implement minor technical adjustments and improvements. These changes will not affect your booking.
- 5.2 **More significant changes to the services and these terms.** In addition, as we informed you in the description of the services on our website, we may make the following changes to these terms or the services.

6 Your obligations

- 6.1 **Drop Off & Collection.** Drop off and collection times are between 11am – 1pm and 2pm – 4pm. Please ensure you drop off and collect your pet during these times. We cannot accept or return your pet outside of these times. You must ensure your dog is on a lead at all times whilst you are transferring them to our staff or returning to your vehicle. Please ensure all dogs are wearing a collar.
- 6.2 **Vaccinations.** Your pet must have ALL the up-to-date vaccinations / inoculations, including but not limited to: Distemper, Hepatitis, Parvovirus, Parainfluenza, Leptospirosis, Canine Infectious Bronchitis (Kennel Cough). All primary vaccinations must have been given at least 3 weeks prior to the booking start date & have been given within 12 months of the booking end date. Proof of vaccination, in the form of your pet's up to date vaccination certificate MUST accompany your pet on arrival. Your vet can provide this vaccination information. If proof of all current vaccinations, are not shown on the booking start, we cannot accept your pet for boarding and you will be liable for the full price of the booking.
- 6.3 **Microchipping.** Since 6 April 2016 you are required by law to have any dogs microchipped. If you bring your pet without a microchip, we will ask that we can chip your pet whilst they are boarded at Happy Landings. We will make a charge for this service. If you do not agree to your dog being microchipped, then we have (under our licence conditions) the obligation to report your details to the local authority.
- 6.4 **Temperament, condition / Injury or Illness.** All pets boarded must be fit, in good condition and have a good temperament. In the event your pet does fall ill during the booking period, we reserve the right to call in a veterinary surgeon or take your pet to our nominated 24hr vet. All veterinary costs will be charged to you, and it will be your responsibility to claim back any costs from their insurer. Costs will include, but not be limited to; veterinary call-out fees, transportation
- 6.5 **Belongings.** You can bring your own beds, toys, blankets, etc. Please clearly mark belongings you wish to bring for your pet. Though we make every effort to ensure no item is lost, we will be playing with your pet on a regular basis & items may go missing, get chewed, broken or soiled. Therefore, we don't accept responsibility for these items & reserve the right to dispose of any item that is damaged beyond repair or cleaning. You must only provide toys that are suitable for your pet. Any toys that may be chewed, destroyed or choked on - must not be left with your pet.
- 6.6 **Emergency Contact & Early Pet Returns.** Your emergency contact may be required to authorise treatment for your pet and you must ensure your contact is aware of their responsibilities. In extreme cases, where we feel there is a danger to our staff or we feel your pet is not suitable for Happy Landings, we may decide to return your pet to you or the emergency contact prior to the booking end date. You must ensure your contact is aware and has the facilities to take back your pet in these circumstances. Should we need to ask you or your contact to collect your pet due to their behaviour then you will be liable for the full cost of your booking.
- 6.7 **Abandoned Animals.** In the event your pet has not been collected within 3 days of the booking end date, we will attempt to contact you or your emergency contact. If no contact is made and/or no return date agreed, then we reserve the right to have your pet moved to our re-homing centre. We also reserve the right to take legal action to recover any cost incurred in boarding, feeding, treating and re-homing your pet.

7 Providing the services

- 7.1 **When we will provide the services.** We will supply the services to you from the date set out in the booking confirmation until you collect your pet which will mean we have completed the services.

7.2 **Food.** We shall provide sufficient quantities of food to your pet during their stay with us or if you prefer, you can supply your own.

7.3 **We are not responsible for delays outside our control.** If our performance of the services is affected by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

7.4 **What will happen if you do not provide required information to us.** As we informed you during the booking process, we will need certain information from you about your pet so that we can provide the services to you. We will contact you to ask for this information. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the contract (see clause 9.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.5 **Reasons we may suspend the services.** We may have to suspend the services to:

- (a) update the services to reflect changes in relevant laws and regulatory requirements;
- (b) make changes to the services as requested by you or notified by us to you (see clause 5).

7.6 **Your rights if we suspend the services.** We will contact you in advance to tell you we will be suspending the services unless the problem is urgent or an emergency. If we have to suspend the services we will adjust the price so that you do not pay for services while they are suspended.

7.7 **We may also suspend the services if you do not pay.** If you do not pay us for the services when you are supposed to and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of any services until you have paid us the outstanding amounts. As well as suspending the services we can also charge you interest on your overdue payments.

8 **Your rights to end the contract**

8.1 **You can always end the contract before the services have been supplied and paid for.** You may contact us at any time to end the contract for the services, but in some circumstances we may charge you certain sums for doing so, as described below. Unless we agree otherwise if you cancel part, or all of the booking, within 14 days of the booking start date then we shall be entitled to be paid the full price of the booking and no refund will be given.

8.2 **What happens if you have good reason for ending the contract.** If you are ending the contract for a reason set out at (a) to (c) below the contract will end immediately and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are:

- (a) there is a risk the services may be significantly delayed because of events outside our control;
- (b) we suspend the services for technical reasons, or notify you are going to suspend them for technical reasons, in each case for a period of more than 7 days; or
- (c) you have a legal right to end the contract because of something we have done wrong.

8.3 **What happens if you end the contract without a good reason** and less than 14 days prior to the booking start date. If you are not ending the contract for one of the reasons set out in clause 8.28.2, the contract will end immediately and we will retain the monies paid at the time of your booking as compensation for the net costs we will incur as a result of your ending the contract.

9 Our rights to end the contract

9.1 We may end the contract if you break it. We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services.

9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10 If there is a problem with the services

10.1 **How to tell us about problems.** If you have any questions or complaints about the services, please contact us. You can contact us by telephoning our team on 01749 860350 (Monday-Friday between 9am-1pm and between 2pm-4.00pm, Saturdays 10am – 12pm and between 2pm – 4pm, Sundays 10am -12pm) or by writing to us at enquiries@happy-landings.org.uk or Happy Landings Animal Shelter, Pye Hill, Pylle, Shepton Mallet, Somerset BA4 6TG. Alternatively, please speak to one of our staff on site.

10.2 **Summary of your legal rights.** See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

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 you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

11 Price and payment

11.1 **Where to find the price for the services.** The price of the services (which includes VAT) will be the price set out in our price list in force at the date of your booking unless we have agreed another price in writing. We take all reasonable care to ensure that the prices of services advised to you are correct. All pets daily boarding prices are calculated 24 hours from the time you drop your pet off to us. Early drop-off or later collection may be possible but can only be arranged within 7 days of the booking start date. An additional charge will be made for drop-off or collection outside of these times.

11.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we provide the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.

11.3 **When you must pay and how you must pay.** All bookings must be paid in full at the time the booking is made. We accept payment with all major credit cards, debit cards & cash. Payments can be made over the telephone.

11.4 **Refunds.** If you cancel any booking, you must notify us in writing (email shall suffice) more than 14 days prior to the boarding start date and you will receive a full refund of the amount paid. However, if you cancel any booking by giving less than 14 days' written notice prior to the booking start date then any payment made to us will not be refunded.

11.5 **What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

12 **Our responsibility for loss or damage suffered by you**

12.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services including the right to receive services which are as described and supplied with reasonable skill and care.

12.3 **We are not liable for business losses.** We only supply the services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.4 **We are not responsible for additional costs for treatment.** We reserve the right to refuse to board a pet that, in our opinion, we feel would be unsuitable to be at Happy Landings. Though we emphasise we will take the best of care of your pet during their stay, we do not accept responsibility for injury due to the behaviour of your pet whilst boarded at Happy Landings. You are fully responsible for any loss damage injury or cost incurred, as a result of your pet's behaviour, that is inflicted on any staff member, visitor or property, during their stay at Happy Landings. Should we find any pet hosting fleas, then we will, at the time of collection, require payment for the treatment of the condition and any surrounding environment considered, by staff, to be necessary for treatment. We require details of any pre-existing conditions and reserve the right to consult a veterinary surgeon, should we deem it necessary, the acceptance of your booking gives us your consent to do so.

12.5 **Insurance.** All pets are insured during their stay with us. However, our insurance does not cover any pre-existing or ongoing conditions requiring veterinary care & any injury resulting from contact between family pets who are sharing accommodation. All veterinary bills are your responsibility until our insurer accepts any claims.

12.6 **We are not responsible for injuries if you wish to board your pets together.** If you have requested your pets are boarded together, we will accept no responsibility for any injury incurred due to your pets fighting with each other. We also reserve the right to separate your pets should we deem it necessary for their, or others' safety.

13 **How we may use your personal information**

How we will use your personal information. We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website.

14 **Other important terms**

14.1 **Nobody else has any rights under this contract** (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.2 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.3 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the services, we can still require you to make the payment at a later date.

14.4 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law, and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.

14.5 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to CEDR via their website at www.cedr.com. CEDR will not charge you for making a complaint and if you are not satisfied with the outcome, you can still bring legal proceedings.