

# Oxford Pet Whisperers Terms and Conditions

These Terms and conditions are applicable to membership plans, and are additional to the general Oxford Pet Whisperers customer agreement.

This contract is between Oxford Pet Whisperers Limited, who throughout this agreement shall be referred to as 'OPW' and you (the signatory) who shall be referred to as 'The Client'.

### 1. The Contract

1.1 - The client is entering this contract with OPW. The contract the client has with OPW comprises these terms and conditions and any other documents signed, electronically or by hand. Including but not limited to the OPW general customer agreement.

# 2. Oxford Pet Whisperers Commitment

- 2.1 OPW will provide the agreed dog daycare services for the clients dog on the agreed regular days (subject to any days when OPW centre is closed). If OPW changes the opening hours of our facility OPW will give the client 31 Days notice of our decision.
- 2.2 OPW will notify the client as soon as possible of any days on which our centre will be closed.

  A list of closed dates and up to date closing times can be found in the customer portal under "hours of operation"
- 2.3 OPW will try to make available to any of a clients other or future dogs a place at their centre. However OPW cannot guarantee that a place will be available.

### 3. The Clients Commitment

You, the client will:

3.1 - Ensure all information supplied in the customer portal is accurate and correct;

- 3.2 Complete your and your dogs information in the OPW online portal prior to your dogs start date and immediately inform OPW of any change to the information provided;
- 3.3 Ensure your dog always has current legally required vaccinations or proof of titre testing.
- 3.4 Notify OPW of any illnesses, any concerns re behaviour and any altercations with dogs outside of the OPW facility.

### 4. Payment

- 4.1- Fees are based on a weekly fee, Details of OPW's current fees are available on the OPW website and customer portal. Fees may be reviewed at any time but OPW shall inform the client of the revised amount at least 1 month before it takes effect. If the client does not wish to pay the revised fee, they may end this contract by giving OPW 1 months' written notice.
- 4.2 Fees must be paid on a monthly basis, in advance by direct debit. OPW calculates the amount payable by the client each month (multiplying the weekly fee by 52 for the year and dividing the total by 12 giving 12 equal monthly payments).
- 4.3 Bank holiday closures: Where a clients regular day falls on a bank holiday closure, their dog can attend a replacement day, this day must be within the same calendar week (Mon-Fri) as the bank holiday closure. This is subject to availability and must be requested by the client. Missed days cannot be rolled over.
- 4.4 There will be no refunds or adjustments of the weekly fee in respect to bank holiday closures if the client's dog is unable to attend another day within that week.
- 4.5 All payments made under this contract must be by direct debit or in cash.

- 4.6 If the client fails to make payment in full by the due date OPW will enforce an interest charge of 2% above the Bank of England base rate on any fee outstanding for every day the invoice remains unpaid, along with an administration fee of £25.00. For any failed direct debit or other method of payment we will charge a £25.00 administration fee.
- 4.7 The client will be notified in writing, 1 month in advance of any changes to the calculation of their bill.

### 5. Absences

- 5.1 No refund will be given for periods where a clients dog's daycare place is unfulfilled due to illness or holidays.
- 5.2 The Client may not swap or add days in lieu if their dog does not attend, regardless of reason, except those circumstances outlined below (5.4).
- 5.4 Where notice is given of a planned neutering/spay procedure the clients account will be credited with passes to the equivalent 2 weeks attendance, for use within 6 months.
- 5.5 Without proof of current, in date vaccinations entry will be refused and will constitute an absence. See the general OPW customer agreement for further details of vaccinations required etc.

### 6. Late Arrival or Collection

- 6.1 Late arrival, past the current check in times, by the client will constitute an absence. Late entry is not permissible. The most up to date times and closures can be found in the customer portal under "hours of operation".
- 6.2 Late Collection, if the client has been unable to collect their dog by the end of the official check out time and OPW have as a result provided additional care, OPW will charge the client for that additional care monthly in arrears. The clients direct debit will be amended accordingly.

6.3 - Fees, terms and conditions for late collection can be found in the OPW general terms and conditions.

Additional fees are charged monthly in arrears. The clients direct debit will be amended accordingly.

# 7. Additional Days

7.1 - It will be possible to add occasional extra days as required (Subject to availability).

Requests for ad hoc additional sessions should be made through the customer booking portal. OPW charge for additional sessions monthly in arrears. The clients direct debit will be amended accordingly.

- 7.2 The cost of ad hoc sessions is the equivalent of the clients single session cost outlined in their repeat schedule choices.
- 7.3 Where a client's dog boards with OPW over one of their set days, the equivalent daily rate will be removed from the boarding fee.
- 8. Suspension or Cancellation of Services by OPW OPW may immediately end this contract if:
- 8.1 The client has failed to pay their fees.
- 8.2 The client breaches any of the obligations under this contract, or the OPW general customer agreement and they have not or cannot put right that breach within a reasonable period of time of OPW asking them to.
- 8.3 The clients dog's behaviour at the daycare is deemed by OPW to be unacceptable or endangers the safety and wellbeing of the other dogs or humans at the centre.
- 8.3 The client behaves unacceptably, OPW will not tolerate any physical, verbal or written abuse towards staff.
- 8.4 Where possible OPW will provide advance notice of any concerns in relation to behaviour or breaches of this contract or the OPW general customer agreement, and if able will offer alternative care solutions where suspension or cancellation is given without notice.

8.5 - If a client's dog is suspended or dismissed part way through a month, OPW will reimburse the clients account with credit, or refund the original payment method for the remaining sessions calculated on a pro-rata basis. This credit/refund may be offset against any sums payable by the client to OPW.

# 9. Cancellation of This Contract by The Client

- 9.1 If the client changes their mind, they can cancel this contract any time within 14 days of receiving confirmation of their agreed services.
- 9.2 To exercise a right to cancel, the client must inform OPW of their decision to cancel this contract by telling OPW clearly in writing (e.g. a letter sent by post or email marked for the attention of the centre manager).
- 9.3 The provision of services within the cancellation period will not affect a client's right to cancel their direct debit within 14 days of the contract date. However payment will be required for services used within the 14 day period or where any cancelled services are outside of the general OPW cancellation policy.
- 9.4 Any reimbursements due to the client will be made using the same method of payment as they used to make payment to OPW.
- 9.5 After the 14 day cancellation period has expired, the client may end this contract at any time, giving at least 1 months' notice and putting this notice in writing.

# 10. Male Neutering and This Contract

10.1 - OPW policy in relation to entire male dogs can be found in the OPW general customer agreement. All male puppies who attend daycare are monitored closely as they reach adolescence. OPW implements a 3 stage process to keep the client informed where their dogs entire status may effect their continued attendance at daycare 10.2 - In the event of any requirement to neuter in order to continue daycare attendance OPW will communicate required timelines clearly and provide as much notice as possible before the clients dog is required to take a break from daycare.

10.3 - If following stage 1 of the neutering policy being implemented, the client wishes to cancel this contract they are still required to provide 1 months notice in writing to do so, unless OPW have expressly stated that they are unwilling to provide services to their dog.

10.4 - Where a client wishes to take a break from daycare in order to extend any age by which their dog is neutered OPW will reassess their dogs suitability for daycare a minimum of 2 weeks post castration, however there is no obligation on OPW to accept that dog back into daycare.

# 11. Membership Set Up / Changes

- 11.1 A £75 membership set up fee is applicable. This fee is waived and only payable if the client cancels their membership less than 3 months after set up.
- 11.2 Changes to your membership (i.e change of regular day or reduction of days) incurs a £20 admin fee. Increases in regular sessions will not incur a fee.
- 11.3 Fees outlined in 11.1 & 11.2 are charged against the customers payment card.

# 12. Flexible Membership Terms

The following terms apply exclusively to those on flexible membership plans:

- 12.1 Flexibility: Changes to booked days must remain within the same week. Sessions cannot be carried over to future weeks.
- 12.2 Notice for Changes: To guarantee availability, changes must be requested with more than 7 days' notice (e.g., to change Wednesday in week 2, the request must be made by Tuesday in week 1).
- 12.3 Missed Sessions: Missed sessions, including those due to holidays or sickness, are non-transferable and cannot be refunded.
- 12.4 Hotel Stays: If hotel stays are booked on your member days, the cost of those days will be deducted from your hotel booking.
- 12.5 Bank Holidays: For Bronze Memberships, if your set day falls on a bank holiday, the session can be moved to another day within the same week.
- 12.6 Saturdays: Saturdays are subject to availability.
- 12.7 Christmas Premium: A premium rate applies during the two-week Christmas period.
- 12.8 Nail Clips: Nail clips are available but subject to suitability. Dogs showing fear or reactivity may not be suitable for nail clipping.

- 12.9 Payment: Payment is made via Direct Debit or cash. PAYG (Pay As You Go) rates are an exception.
- 12.10 Membership Cancellation: A 31-day notice period is required to cancel membership.
- 12.11 Membership Setup Fee: A one-time setup fee of £75 applies if membership is cancelled within the first three months. This fee does not apply if your dog is dismissed from daycare or asked to take a break.
- 12.12 Dog Membership: Membership benefits apply only to the enrolled dog and cannot be extended to other pets or household members.
- 12.73 Unfulfilled Requests: If a change request for a midweek day is made with the correct notice and we cannot accommodate it, your account will be credited with a replacement daycare session, valid for up to 12 months.