

# Terms & Conditions

## **1. Relationship and Responsibilities**

1.1 Katya's Aniwell as sole proprietor and its assisting Sitters/ Walkers undertakes to perform the agreed-on services in an attentive, reliable and caring manner and the Owner undertakes to provide all necessary information to assist in this performance.

1.2. Katya's Aniwell undertakes to notify the Owner of any occurrence pertaining to the dog(s)/animal(s)/ pet(s) which may be relevant to the care and well-being of the dog(s)/ animal(s)/ pet(s).

1.4. The Sitter/ Walker will supply and be equipped with a scooper and waste bags and will duly remove the dogs' faeces from all public places.

1.5. Katya's Aniwell reserves the right to walk other compatible dogs at the same time with the permission of all owners but undertakes to limit the number of dogs walked with one person to 3 (three).

1.6. The Owner will provide suitable harnesses, collars and leads as approved by the Walker as well as coats or muzzles if required.

1.7. The Sitter/ Walker shall not be obliged to perform any other duties except those specified on the Owner's Information sheet, House Information sheet and Pet Information sheet being provided by Katya's Aniwell.

## **2. Compensation**

2.1. Katya's Aniwell or its Sitters/ Walkers are paid a

previously quoted fee and no deductions will be made for late departure or early return of the Owner, unless stated in written form otherwise.

2.2. Additional fees may include the purchase of necessary items for the care of the pet(s), including but not limited to pet food, litter or cleaning supplies, transportation, unexpected vet-visits and emergency expenses for health care. Katya's Aniwell will retain and submit receipts as proof of additional expenses.

2.3. In the event that there is a problem accessing your dog(s)/ pet(s)/ animal(s), if not the fault of Katya's Aniwell, the full fee for the service will still apply and additional costs for a locksmith may arise at the Owners expense in the case of Vacation-Care.

2.4. A 30% payment is to be made preferably in cash (or by electronic bank transfer) upon confirmation at the Initial Consultation. Payment of the outstanding balance is due within 3 days before commencement of service.

### **3. Duration**

3.1. The term of the Pet Sitting/ Walking Contract may be extended if requested by the Owner and so accepted by the Sitter.

3.2. The onus shall be on the Owner to confirm his/ her return and his/ her availability to resume care of the property and pet(s) prior to or on the last day of the contract term. Failing will resume in additional fees for the Owner to perform additional visits in the interest of the pet(s)/ animal(s) by Katya's Aniwell or an appointed associate.

## **4. Cancellation or Termination**

4.1. A 30% non-refundable deposit for any sits is required. This fee does go towards the full sit fee. If for any reason you cancel with less than 2 weeks notice, 70% of the sit fee is required. A 30% non-refundable deposit/ cancellation fee applies indefinitely for early reservations for CHRISTMAS, EASTER, SCHOOL- AND PUBLIC-HOLIDAYS! This fee does go towards the full sit fee. If for any reason you cancel with less than 3 weeks notice, 90% of the sit fee is required. A voucher maybe issued to be used within 12 months depending on your circumstances.

4.2. Failure by the Owner to cancel by giving the minimum notice required or any cancellation during recognised holiday periods will result in a 50-70% cancellation fee of the total amount due - whatsoever the cause of such cancelation.

4.3. Where Katya's Aniwell as sole proprietor needs to cancel later than 72 hours prior to the Owner's departure due to unforeseen circumstances, Katya's Aniwell may appoint a substitute with the written approval of the Owner and any difference in the fees charged shall be for the account of Katya's Aniwell.

4.4. Should any pet become aggressive or dangerous, Katya's Aniwell may:

4.4.1. Arrange with the pet's Guardian (a neighbour, friend or family member of the Owner who has access to the property as nominated by the owner) to assume responsibility for the pet until the Owner's return; 4.4.2. Place the pet into a kennel or animal care facility at the Owner's expense if the Guardian is

unable or unwilling to assume responsibility for the pet.

4.4.3. In either event as described in 4.4.1. and 4.4.2. above, the contract shall be deemed terminated unless Katya's Aniwell agrees to continue with other home caring duties and/or caring for other listed pets at no reduction in compensation.

4.5. Any wrongful or misleading information in the Owner's Information or Pet Information sheets may constitute a breach of terms of the Pet Sitting Contract and be grounds for instant termination thereof.

4.6. Termination under the circumstances described in 4.4 or 4.5 above shall not entitle the Owner to any refunds nor relief of any outstanding payments due.

4.7 Existing Dog Walking Contracts will be terminate when either party gives 7 (seven) days written notice of termination.

4.7.1. Either party may terminate a Dog Walking Contract a minimum of 24 (twenty four) hours prior to the first scheduled visit without incurring penalties or damages.

4.7.2. Cancellation by the Owner of scheduled walks with less than 24 hrs notice may be charged at the full rate or rescheduled at the discretion of the Walker.

4.7.3. Where Katya's Aniwell as sole proprietor needs to cancel a scheduled walk due to unforeseen circumstances, Katya's Aniwell may appoint a substitute Walker with the written approval of the Owner and any difference in the fees charged shall be for the account of the Katya's Aniwell.

## 5. Liability

5.1. Katya's Aniwell will carry liability insurance relative to the services performed for the Owner. A copy of the insurance policy will be available to the Owner and the Owner acknowledges that he/she is familiar with its content. **However it is the Owner's responsibility to ensure that adequate pet and house/ content insurance is in place.**

5.2. Katya's Aniwell and its Sitters/ Walkers accepts no liability for any breach of security or loss of or damage to the Owner's property if any other person has access to the property during the term of the agreement.

5.3. The Owner is responsible to facilitate proper access to the property and the dog(s)/ pet(s)/ animal(s) enclosures - failure in supplying fitting keys, proper remote control entry devices or up to date access codes will result in hiring a locksmith/ alarm system contractor at the expense of the Owner. Katya's Aniwell will not be liable for damages and stains produced by the dog(s)/ pet(s)/ animal(s) due to delayed access caused by inappropriate keys or codes.

5.4. Katya's Aniwell and its Sitters/ Walkers shall not be liable for any mishap of whatsoever nature which may befall a dog/ pet/ animal or caused by a dog/ pet/ animal.

5.5. The Owner will be liable for all medical expenses and damages resulting from an injury to third parties or the Sitter/ Walker caused by the Owner's dog(s)/

pet(s)/ animal(s) as well as damage to the Owner's or third parties' property.

5.6. Katya's Aniwell and its Sitter/ Walkers are released from all liability related to transporting dog(s)/ pet(s)/ animal(s) to and from any dog walking area (i.e. parks, beaches, hiking-trails) and any veterinary clinic or kennel, the medical treatment of the dog(s)/ pet(s)/ animal(s) and the expense thereof.

5.7. The Owner releases Katya's Aniwell and its Sitter, its Walkers and Agents, from all liability and indemnifies Katya's Aniwell and its Associates and Assistants/ Sitters /Walkers from any and all claims of every kind and nature whatsoever, arising directly and indirectly from the Owner's dog(s)/ pet(s)/ animal(s)' participation in activities or use of service, including any legal claims, medical and restoration expenses.

## **6. Indemnification**

The Owner and Sitter/ Walker agree to indemnify and hold harmless each other as well as respective employees, successors and assigns from any and all claims arising from either party's wilful or negligent conduct.

## **7. Emergencies**

In the event of an emergency, Katya's Aniwell will contact the Owner at the numbers provided to confirm the Owner's choice of action. If the Owner cannot be reached timeously, Katya's Aniwell is

authorised to:

- 7.1. Transport the pet(s) to the listed veterinarian;
- 7.2. Request on-site treatment from a veterinarian;
- 7.3. Transport the pet(s) to an emergency clinic if the previous two options are not feasible.

## **8. Security/ Privacy**

Katya's Aniwell and its Associates and Assistants warrant to keep safe and confidential all keys, remote control entry devices, access codes and personal information of the Owner and to return same to the Owner at the end of the contract period or immediately on demand.

## **9. Relaxation of Terms**

No relaxation, indulgence, waiver or release by the Owner of any of the rights in terms of the Pet Sitting/ Dog Walking Contract on one occasion will prevent the subsequent enforcement of such rights and will not be deemed to be a waiver of any subsequent breach of any of the terms.