

Terms & Conditions (Keeley's Pet Service)

1. Interpretation

1.1 Definitions. In these Conditions, the following apply:

Charges: The charges payable by the Customer for the supply of the Services in accordance with Clause 5.

Conditions: These Terms and Conditions.

Contract: The Contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

Customer: The person who purchases Services from the Supplier.

Disclaimer: Additional form the Customer needs to either sign/agree to, prior to Reiki and/or Psychic Insights being given by the Supplier.

Meeting: Between Supplier and Customer face to face prior to commencement of Service(s).

Order: The acceptance of the Suppliers quotation. Whether via telephone or face to face.

Parties: Supplier and Customer only.

Pet: Any other animal other than an Equine.

Psychic: Clairvoyant, Intuitive, Spiritual Work.

Registration Form: Registration of the Customer(s) and Pet(s) / Equine(s) details in order for the Service to commence.

Request: The Customers interest in purchasing a Service from the Supplier.

Services:

Reiki (Equine, Pet, Human) given by the Supplier to the recipient.

Pet Care Visits. Accessing the Customers property to take care of their Pet(s) in their absence. What is undertaken during the session time is agreed between the Supplier and the Customer.

Dog Walking (may be incorporated as part of a Pet Care Visit). Dogs are walked within the vicinity of the Customers residence. No more than five dogs will be walked together at any one time.

Psychic Insights (may be given on its own or in conjunction with any of the Reiki Services).

Supplier: Keeley's Pet Service.

The Veterinary Surgeons Act 1966:

"19.1 The purpose of this guidance is to explain the restrictions that apply under the Veterinary Surgeons Act 1966 ('the Act') to ensure that animals are treated only by those people qualified to do so. These restrictions apply where the 'treatment' is considered to be the practice of 'veterinary surgery', as defined by the Act.

19.2 Section 19 of the Act provides, subject to a number of exceptions, that only registered members of the Royal College of Veterinary Surgeons may practise veterinary surgery. 'Veterinary surgery' is defined within the Act as follows:

"Veterinary surgery" means the art and science of veterinary surgery and medicine and, without prejudice to the generality of the foregoing, shall be taken to include:

- the diagnosis of diseases in, and injuries to, animals including tests performed on animals for diagnostic purposes;
- the giving of advice based upon such diagnosis;
- the medical or surgical treatment of animals; and
- the performance of surgical operations on animals.'

A number of exceptions apply which can be found in the Act itself (Schedule 3), as well as in the form of specific exemption orders.

Other complementary therapy:

19.14 It is illegal, in terms of the Veterinary Surgeons Act 1966, for non-veterinary surgeons, however qualified in the human field, to treat animals. All forms of complementary therapy that involve acts or the practise of veterinary surgery must be undertaken by a veterinary surgeon, subject to any exemption in the Act. At the same time, it is incumbent on veterinary surgeons offering any complementary therapy to ensure that they are adequately trained in its application."

Website: www.keeleypetservice.co.uk

Working days: The period is Working Days, does not include Weekends and Bank Holidays/Public Holidays.

24 Hours: Includes Working Days, Weekends and Bank Holidays/Public Holidays.

2. Basis of Contract

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 The Contract constitutes the entire agreement between the Parties. The Customer acknowledges that they have not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Supply of Services

3.1 The Supplier shall supply the Services to the Customer in accordance with these Conditions.

3.2 The Supplier shall have the right to make changes to the Services which are necessary to comply with any applicable Law or safety requirement, which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in such an event.

3.3 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

3.4 Prior to commencement of a Service, the Supplier shall meet with the Customer to work through a Registration process.

During the Meeting:

(i) The details of the Customer and their Pet(s) / Equine(s) will be taken and all necessary information relevant to carry out the Service required. Which will be held by the Supplier (emailed copies can be provided to the Customer upon request).

(ii) The Customer will sign two copies of these Conditions; Customer keeps one copy, Supplier keeps the other.

(iii) The Customer will sign two copies of an additional Disclaimer if Reiki is the Service required; Customer keeps one copy, Supplier keeps the other.

(iv) The Customer will be required to disclose any behavioural or health problems that their Pet(s) / Equine(s) may have which may deem them unsuitable for the Services that are being provided. Failure by the Customer to disclose such information will be deemed a fundamental breach of these Conditions.

(v) If the Customer supplies a spare key to access their property, they will need to sign the relevant area of the Registration Form, so that both Parties are aware it has been provided.

3.5 A photograph(s) may be taken of the Customers Pet(s) / Equine(s) during the Service provided. These are protected in accordance with clause 6.2.

3.6 The Supplier will notify the Customer of any holiday or time they need to take off at least 7 Working Days before a Service is due to take place. If in case of emergency or short notice the Supplier or a third party acting on behalf of the Supplier will notify the Customer in accordance with clause 6.1.

3.7 The Supplier reserves the right to:

(i) Decline a Request and/or terminate an Order.

(ii) Not accept Orders for uncastrated dogs (unless they are less than nine months old) or bitches in season.

(iii) Not accept Orders for dogs with aggression problems towards other animals and/or humans, subject to the Dangerous Dogs Act 1991.

3.7 The Supplier can provide the following services:

(i) Reiki (Equine, Pet, Human).

(ii) Pet Care Visits.

(iii) Dog Walking (may be incorporated as part of a Pet Care Visit).

(iv) Psychic Insights (may be given on its own or in conjunction with any of the Reiki Services).

4. Customers Obligation

4.1 The Customer shall:

(i) Ensure that the details given to the Supplier are complete and accurate and notify of any changes.

(ii) Co-operate with the Supplier in all matters relating to the Services.

(iii) If the Customer has chosen a Service which will be provided in their absence, they will need to provide the Supplier access to and keys to their property. Keys will be kept in a secure location and returned once there is no longer a need for the Service from the Supplier.

(iv) Provide the Supplier with such information and materials as required in order to supply the Services and ensure that such information is accurate in all respects.

(v) Ensure that all Pet(s) / Equine(s) are of good general health.

(vi) Ensure their Pet(s) / Equine(s) are covered by Personal Pet Insurance to cover any illness which includes any illnesses that arise whilst the Pet(s) / Equine(s) are under the care of the Supplier.

(vii) Be responsible for the payment of any Veterinary charges that arise whilst the Pet(s) / Equine(s) are under the care of the Supplier & cover any mileage costs if the Pet(s) need taking to the Vets during care of the Supplier.

(ix) Notify neighbours and Home Insurance providers of the fact that the Supplier will be visiting their property in their absence.

(x) Provide the Supplier with a suitable collar and lead and ensure that they are in good condition and fit correctly to ensure safety at all times (Pet Care Visits).

4.2 Reiki - Equine / Pet (Animal)

(i) It is the Customers responsibility to advise their Equine(s) / Pet(s) Veterinary Practitioner of the intention to use Complementary Therapy as a support system to use, alongside conventional treatments, and to gain Veterinary approval before Reiki is given. This is a Legal requirement subject to the Veterinary Surgeons Act 1966. By signing these Conditions it is understood that the Customer has adhered to this. As part of the Veterinary Surgeons Act 1966 any Reiki given by the Supplier to Equine(s) / Pet(s):

(ii) Does not include diagnosis of any problems the Equine(s) / Pet(s) may have, whether illness or injury; Advice will not be given with regards to any illness or injury the Equine(s) / Pet(s) has; No medical or surgical treatment or operation is involved in giving Reiki.

(iii) All cases where Equine(s) / Pet(s) are physically suffering in any sense will be declined Reiki and the Customer will be advised to refer back to their Veterinary Practitioner for treatment. **Please note Reiki is not a replacement to nor acts as an alternative to traditional Veterinary Care/Surgery.**

(iv) For insurance purposes, the Customer must inform the Supplier of the value of their Equine(s) prior to any agreement.

(v) If Reiki is requested for Equine(s) outside of England (UK), the Suppliers time and costs of all transportation, accommodation (if required) need to be covered by the Customer and included in the overall cost agreed.

4.3 Reiki - Human

(i) Consent should be sought by the Customer, from their General Practitioner, before receiving Reiki. By signing these Conditions it is understood that the Customer has adhered to this. **Please note Reiki is not a replacement to nor acts as an alternative to traditional Medical Care.**

4.4 Psychic Insights

(i) Due to the differing opinions regarding Psychic ability and credibility, "all services offered are for entertainment purposes only." Any Psychic Insights given do not constitute legal, financial or professional advice. Any action the Customer takes upon receipt of this information is their personal responsibility and choice. All Psychic Insights given and any questions answered should at no time be regarded as legal, medical, financial, psychological or business fact, and are subject to the Customers own interpretation and judgement.

5. Charges and Payment / Cancellation

5.1 The overall cost for a Service is based upon initial quotation, dependent on Customer location, Service required, Service length and number of Pet(s) / Equine(s). In terms of Customer location and the Suppliers prior engagements, a mileage cost will be included in the overall cost. All of which will be confirmed to the Customer on email as an agreement.

5.2 There are additional charges for key collection, which will be advised to the Customer by the Supplier prior to any agreement.

5.3 The overall cost to be paid by the Customer and method of payment will be agreed between the Supplier and Customer via telephone or face to face, prior to a Service taking place. All of which will be confirmed to the Customer on email as an agreement.

5.4 Payment to the Supplier needs to be received prior to a Service taking place, within the month of the Service taking place, via Bank Transfer to the Supplier or Cash on the day of the Service taking place, if agreed.

5.5 The Customer should endeavour to provide as much notice as possible if cancellation of a Service is required. If the Customer cancels within 24 hours of the Service taking place they are required to pay the Supplier 50% of the agreed overall cost for the Service.

5.6 If access to the Customers property is denied on the day of the Service and therefore cannot take place, the Customer is required to pay the Supplier the overall cost of the Service agreed.

5.7 If the Customer has paid the Supplier upfront for Services they wish to cancel, the Supplier will provide a full refund. Except in circumstances involving clause 5.5 and 5.6.

5.8 The Consumer Protection (Distance Selling) Regulations 2000 (DSRs):

In such instances where the Customer agrees to and pays the Supplier for a Service, via telephone/email, having never met with the Supplier face to face. In accordance with this legislation, the Customer has 7 Working Days in which to terminate this agreement. The Supplier will refund the Customer for a Service that has not taken place.

6. Confidentiality

6.1 All Customer and Pet(s) / Equine(s) records and keys (if supplied) are held in a secure location by the Supplier. No third party has access to this information, except in case of an emergency where the Supplier is unable to contact the Customer themselves; in such cases the Supplier will designate a responsible person to do so, who will adhere to these Conditions.

6.2 Data Protection:

All information provided by the Customer to the Supplier are handled in accordance with and protected by the Data Protection Act 1998 and the 8 following principles:

- 1. Used fairly and lawfully.
- 2. Used for limited, specifically stated purposes.
- 3. Used in a way that is adequate, relevant and not excessive.
- 4. Accurate.
- 5. Kept for no longer than is absolutely necessary.
- 6. Handled according to people's data protection rights.
- 7. Kept safe and secure.
- 8. Not transferred outside the UK without adequate protection.

7. Liability

7.1 The Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Suppliers failure or delay to perform any of its obligations, as set out in these Conditions.

7.2 The Supplier shall not be liable for any cost, loss, damage or destruction caused to the Customers property after they have vacated the property/grounds.

8. Termination

8.1 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount agreed under this Contract for Services required from the Supplier.

8.2 Without limiting its other rights or remedies, each party shall have the right to terminate the Contract by giving the other party 7 Working Days written notice.

8.3 The Supplier reserves the right to terminate immediately if the Customer is in breach of these Conditions.

8.4 The Customer will need to pay the Supplier any outstanding payment upon termination.

8.5 The Supplier will return spare keys to the Customer, if they were supplied, upon termination.

9. Disputes

9.1 The Parties negotiate in good faith to resolve the matter. If the dispute cannot be settled the Parties agree to mediation from an expert advisor.

10. General

10.1 Force Majeure:

(i) Meaning an event beyond the reasonable control of the Supplier, including but not limited to Strikes, Lock-outs, Industrial Disputes, failure of a Utility Service or Transport Network, Act of God, War, Riot, Civil Commotion, Malicious Damage, Compliance with Law or Governmental Order, Rule, Regulation or Direction, Accident, Breakdown of Machinery, Fire, Flood, Storm, Snow or Default of Suppliers.

(ii) The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

10.2 Severance:

(i) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

(ii) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

10.3 No Partnership:

(i) Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the Parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

10.4 Third Parties:

(i) A person who is not a party to the Contract shall not have any rights under or in connection with it. These Conditions are only enforceable by the Customer and Supplier, no third party.

10.5 Governing Law and Jurisdiction:

(i) This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English Law, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

10.6 The Supplier may amend these Conditions at anytime and will notify the Customer of any changes. Otherwise the Conditions will be updated and available on the Keeley's Pet Service Website.

PRINT NAME CUSTOMER SIGNATURE DATE
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