

MUCKY PUPZ CANINE SERVICES LTD**CLIENT TERMS OF SERVICE****Effective Date: 1 March 2026****Local Authority Licence: AB22****Governing Law: England & Wales****1. DEFINITIONS**

In these Terms:

- i. "Company" means Mucky Pupz Canine Services Ltd, Company No. 16984314.
- ii. "Client" means the individual registering a dog, booking services, or making payment.
- iii. "Dog" means any dog registered by the Client for Services.
- iv. "Services" means daycare, boarding, grooming, assessments, field hire, and any ancillary services provided by the Company.
- v. "Authorised Staff" means employees trained and designated by the Company to make operational, behavioural, welfare, and safety decisions.
- vi. "Assessment" means the behavioural and suitability evaluation required prior to daycare entry.
- vii. "Incident" means any behavioural, welfare, health, or safety event recorded by Authorised Staff.
- viii. "VIP Membership" means any annual membership package offered by the Company.
- ix. "Holding Fee" means the fee payable to retain a daycare place during extended absence.

2. ACCEPTANCE OF TERMS

2.1 These Terms constitute a legally binding contract between the Company and the Client.

2.2 The Client accepts these Terms by:

- Registering a Dog;
- Booking any Service; or
- Making any payment to the Company.

2.3 Updated Terms will be published within the Client portal. Continued booking or attendance constitutes acceptance of updated Terms.

3. STATUS, LICENSING & PROFESSIONAL DISCRETION

3.1 The Company operates under Local Authority Licence AB22 and complies with:

- Animal Welfare Act 2006;
- Animal Activities Licensing Regulations 2018;
- Local authority licensing conditions;
- Internal welfare, safety, and operational protocols.

3.2 The Company retains sole professional discretion to make decisions necessary to protect:

- Canine welfare
- Staff safety
- Pack stability
- Regulatory compliance
- Environmental safety

3.3 Instructions issued by Authorised Staff must be complied with immediately.

3.4 Welfare considerations override commercial considerations.

3.5 The Company may take any action reasonably required to prevent or mitigate risk, including:

- Isolation of a Dog;
- Immediate removal of a dog from group areas;
- Temporary suspension of Services;
- Permanent withdrawal of Services.

3.6 Policies are applied consistently but may be adapted proportionately based on individual circumstances.

4. REGISTRATION, ASSESSMENT & SUITABILITY

4.1 All dogs must complete:

- Registration;
- A facility visit;
- A formal Assessment.

4.2 Assessment includes evaluation of:

- Dog-dog interaction
- Dog-human handling
- Body language
- Reactivity
- Resource guarding
- Stress indicators
- Group-play compatibility

4.3 The Company may place a dog on a trial period.

4.4 Suitability may change over time. The Company may withdraw Services where continued attendance is not in the best interests of the dog, the pack, or safety.

4.5 No behavioural outcome is guaranteed.

5. CLIENT DISCLOSURE OBLIGATIONS

5.1 The Client must disclose all material information, including:

- Bite history;
- Aggression, reactivity, or guarding;
- Medical conditions or medication;
- Previous exclusions from other facilities.

5.2 The Client warrants that all information provided during registration and throughout the duration of Services is complete, accurate and not misleading.

5.3 The Client accepts full liability for any loss, injury, damage, veterinary cost, or staff risk arising from undisclosed, incomplete, or inaccurate information regarding their dog's behaviour, medical condition, history, or temperament.

5.4 Clients confirm, where available, that their dog is insured for third-party liability.

6. HEALTH, VACCINATION & INFECTION CONTROL

6.1 Dogs must be:

- Fully vaccinated, including Kennel Cough;
- Up to date with flea treatment;
- Up to date with worming treatment;
- Free from contagious disease.

6.2 Kennel Cough Exemption

A veterinary surgeon may provide written confirmation that Kennel Cough vaccination is contraindicated due to medical or household-health reasons (e.g., pregnancy or immunocompromised individuals).

Where exempt, the Client accepts that the dog may be:

- Excluded during outbreaks;
- Restricted from group areas;
- Temporarily suspended where risk is elevated.

6.3 Vaccination Grace Period

A grace period of up to three (3) months may be permitted for booster vaccinations, provided evidence of a booked veterinary appointment is supplied.

6.4 Dogs must be symptom-free for 48 hours following vomiting or diarrhoea.

6.5 Dogs developing symptoms onsite must be collected within one hour.

6.6 Parasite infestation may result in:

- Premises treatment at the Client's expense;
- Isolation charges;
- Temporary suspension.

6.7 Exclusion periods may be extended under internal infection-control protocols.

7. NEUTERING REQUIREMENTS

7.1 All Dogs must be neutered by twelve (12) months of age, unless a veterinary surgeon provides written confirmation that neutering should be delayed for medical reasons.

7.2 The Client must provide veterinary evidence of neutering or delayed-neutering advice upon request. The Company cannot accept chemical castration as a method of contraception.

7.3 The Company may:

- Restrict group-play access;
- Require modified attendance;
- Temporarily suspend Services; or
- Withdraw Services entirely where a dog remains unneutered beyond twelve (12) months without approved veterinary exemption.

8. FEMALES IN SEASON

- The Company does not accept females in season for any Services, including daycare, boarding, grooming, assessments, or field hire.
- If a Dog comes into season while attending Services, the Client must arrange immediate collection.
- The Company may refuse entry, isolate the dog, or suspend Services where a dog is suspected to be in season or displaying hormonal behaviours.
- All fees remain payable during any suspension arising from a dog being in season.

9. DAYCARE MODEL & ASSUMPTION OF RISK

9.1 Minimum attendance requirement: one full daycare session per calendar week.

9.2 Allocated days remain chargeable whether attended or not.

9.3 The Client acknowledges that:

- Group play carries inherent risk;
- Minor injuries may occur;
- Injury-free attendance cannot be guaranteed;
- Dogs may be exposed to natural terrain, weather, and wildlife.

9.4 Attendance is subject to licensing capacity limits and staff-to-dog ratios.

10. DAYCARE CANCELLATIONS & BOOKING CHANGES

- Daycare cancellations or booking changes require 48 hours' notice.
- Sessions cancelled with less than 48 hours' notice remain fully chargeable, regardless of reason, including illness, weather, or transport issues.
- This policy applies to all Clients, including VIP Members.

11. NOTICE PERIODS & TERMINATION

- Regular daycare allocations require one full calendar month's written notice.
- Billing runs from the 1st to the final day of each calendar month.
- Notice given mid-month takes effect from the 1st of the following month.
- Allocated days remain payable during notice.

12. BEHAVIOURAL MANAGEMENT & INCIDENT RECORDING

12.1 The Company maintains structured behavioural documentation.

12.2 Where concerns arise:

- A behavioural record may be issued;
- Three documented Incidents within a rolling 12-month period may result in removal;
- Immediate removal or isolation may occur where safety risk exists.

12.3 Automatic removal may occur following:

- Bites or attempted bites;
- Severe aggression;
- Attacks on other dogs;
- Any behaviour posing significant risk.

12.4 Reassessment following a serious Incident may incur a charge.

12.5 Clients must remain contactable and collect their dog promptly when requested.

13. REFUSAL OF ENTRY

Entry may be refused where:

- Health concerns arise;
- Behavioural concerns arise;
- Equipment breaches policy;
- The Client's account is not in good standing;
- Welfare or safety concerns exist.

14. EQUIPMENT POLICY

14.1 The following are prohibited:

- Prong collars
- Pinch collars
- Electric/shock collars (illegal in England)
- Choke chains
- Aversive devices
- Any equipment likely to cause harm or entanglement

14.2 Unsafe equipment may be removed or replaced.

14.3 Repeated breach may result in refusal of entry.

15. AUTHORISED AGENTS & PASSWORD SYSTEM

15.1 Dogs will only be released to:

- The registered Client; or
- A pre-notified Authorised Agent who provides the account password.

15.2 Dogs will not be released without appropriate legal authority.

16. HOLDING FEE

16.1 Absence exceeding one calendar month requires payment of a Holding Fee equal to 50% of the usual monthly charge.

16.2 Without payment, the daycare space may be permanently reallocated.

17. BOARDING

17.1 A 25% non-refundable deposit secures licensed capacity.

17.2 The balance is due 14 days prior to the boarding start date.

17.3 Late collection may incur emergency boarding rates.

17.4 Failure to collect may result in welfare action under the Animal Welfare Act 2006.

18. HOME-BOARDING ENVIRONMENT

18.1 Dogs boarded within the Company's licensed home-boarding environment may be exposed to normal household activity, including the presence of children under five (5) years of age.

18.2 By booking boarding services, the Client confirms that their Dog is safe, reliable, and suitable to be in a household environment that includes young children.

18.3 The Client must disclose any history of:

- Reactivity to children;
- Noise sensitivity;
- Resource guarding in domestic settings;
- Anxiety in household environments.

18.4 The Company may refuse or withdraw boarding services where a Dog is unsuitable for a home-boarding environment.

19. VIP MEMBERSHIPS

19.1 Membership tiers:

- Bronze: 150 sessions + 6 grooming appointments
- Silver: 200 sessions + 8 grooming appointments
- Gold: 250 sessions + 12 grooming appointments

19.2 Allocations apply per 12-month term and account for bank holidays and scheduled closures.

19.3 Annual Session Allocation Adjustments

Where operating hours or scheduled closures change, the Company may adjust annual session totals proportionately.

19.4 Sessions and grooms:

- Must be used within 12 months;
- Do not roll over;
- Are non-transferable;
- Cannot be exchanged for credit.

19.5 Early termination removes discounts and triggers recalculation at the standard rate.

20. GROOMING SERVICES

20.1 Severely matted coats may require shaving. Risks include:

- Skin irritation;
- Minor nicks.

20.2 Matting Surcharge

Dogs presented with matting will incur a surcharge, including for Clients on Grooming Plans or VIP Memberships.

20.3 Grooming Plans:

- 12-month minimum term;
- One month cancellation notice;
- Discount removed on early termination.

20.4 Less than 24 hours' notice of cancellation will result in the appointment being chargeable.

21. VETERINARY CONSENT

21.1 The Client consents to:

- First aid being provided should their dog require it in an emergency;
- Transport where it is necessary to transfer their dog to an emergency Vet;
- Emergency treatment should a Veterinary Surgeon deem it necessary.

21.2 The Company may pay insurance excess or up to £200 in emergencies. This amount becomes immediately payable by the Client.

22. PAYMENT TERMS & ENFORCEMENT

22.1 All fees are payable in advance unless otherwise agreed in writing.

22.2 If an invoice remains unpaid after 30 days, the Company reserves the right to seek interest, court fees and reasonable legal, recovery or enforcement costs, but only to the extent permitted by applicable law and court rules. Where a court award is required, these amounts are payable only if awarded by the court. Nothing in this clause limits the Client's statutory consumer rights.

22.3 Accounts outstanding beyond 60 days shall result in automatic suspension and termination of all Services without further notice.

22.4 Unpaid balances will be pursued through the County Court, using small claims where applicable, after the required pre-action process. Recovery costs are subject to clause 22.2.

22.5 Initiating a chargeback or payment reversal for validly delivered Services constitutes a material breach of contract.

23. LATE COLLECTION & BREAKFAST CLUB NO-SHOWS

23.1 Dogs collected after their allocated collection time may incur a late collection fee, charged at the Company's prevailing rate.

23.2 Breakfast Club bookings not attended without prior cancellation remain fully chargeable.

24. PROPERTY, EQUIPMENT & BELONGINGS

24.1 Items left onsite remain entirely at the Client's risk.

24.2 Mucky Pupz ID collars may be required.

24.3 Vehicles are parked onsite at the Client's risk.

25. ENVIRONMENTAL & FACILITY RISK

25.1 Dogs may be exposed to natural terrain, weather, and wildlife.

25.2 Reasonable precautions are taken, but environmental risks cannot be eliminated.

25.3 Field hire is used at the Client's own risk.

26. HEALTH & SAFETY ON SITE

26.1 Children under eighteen (18) years of age are not permitted to enter operational dog-handling areas of the premises.

Children may remain:

- Inside vehicles under appropriate supervision; or
- Within designated private residential areas where applicable.

26.2 The Client acknowledges that the premises include a licensed home-boarding environment where resident children may be present in private areas.

26.3 All children onsite must be supervised at all times and must not touch or interact with dogs without express permission from Authorised Staff.

27. CLIENT CONDUCT

- The Company operates a zero-tolerance policy toward conduct compromising staff safety.
- Threatening, abusive, or defamatory behaviour may result in immediate termination of Services.
- Communication may be restricted to written format where necessary.

28. HIGH CONFLICT CLIENT PROTECTION & PROFESSIONAL BOUNDARIES

28.1 Professional Authority

The Company retains sole professional discretion in all matters concerning:

- Behavioural assessment
- Pack management
- Safety interventions

- Grooming decisions
- Operational capacity
- Licensing compliance

Operational decisions are not subject to negotiation onsite.

28.2 Respectful Communication Requirement

Clients must engage with the Company and its staff in a respectful and professional manner at all times.

The following conduct constitutes a material breach of contract:

- Raised voices or aggressive tone
- Harassment (verbal, written, digital or in person)
- Repeated hostile communications
- Threats of reputational damage
- Intimidation
- Defamatory statements
- Attempts to pressure staff to override safety decisions

28.3 Escalation & Communication Control

Where communication becomes excessive, hostile, or unreasonable, the Company may:

- Restrict communication to written format only
- Require communication through a single designated representative
- Decline to engage in repeated or circular disputes
- Impose structured communication boundaries

28.4 Social Media & Reputation Protection

The Client agrees not to publish or circulate:

- False statements
- Misleading representations
- Edited or selective accounts intended to damage reputation

Where defamatory or malicious content is published, the Company reserves the right to:

- Seek removal
- Issue formal legal notice
- Pursue recovery of reputational damage

This clause does not restrict lawful consumer rights.

28.5 Excessive Complaint or Dispute Behaviour

Where a Client demonstrates a pattern of:

- Repeated unfounded allegations;
- Refusal to accept documented evidence;
- Escalation without substantive grounds;
- Disproportionate responses to minor issues.

The Company may terminate Services with immediate effect.

28.6 Staff Welfare Protection

The Company operates a zero-tolerance policy toward conduct that compromises staff wellbeing.

If a Client's conduct causes:

- Staff distress
- Workplace disruption
- Psychological harm
- Undermining of operational authority

Services may be terminated without notice.

28.7 Termination Without Refund

Where termination occurs under this clause:

- No refunds are payable
- Outstanding balances become immediately due
- Future bookings are cancelled

28.8 No Obligation to Continue Services

The Client acknowledges that the Company is not obliged to continue providing Services where the professional relationship has broken down.

29. RECORD-KEEPING & REGULATORY COOPERATION

29.1 Attendance logs, behavioural documentation, and CCTV are maintained for safety and regulatory compliance.

29.2 Records may be relied upon in dispute resolution.

29.3 Records may be shared with regulatory authorities where required.

30. LIMITATION OF LIABILITY

30.1 The Company is not liable for:

- Indirect or consequential loss;
- Emotional distress;
- Travel disruption.

30.2 Nothing excludes liability for death or personal injury caused by the Company's negligence.

31. WAIVER & SEVERABILITY

31.1 Failure to enforce any provision does not constitute a waiver.

31.2 If any clause is found unenforceable, the remainder remains valid.

32. DATA PROTECTION & PRIVACY

32.1 The Company processes personal data in accordance with UK GDPR and the Data Protection Act 2018.

32.2 Personal data is collected for:

- Service provision
- Regulatory compliance
- Licensing requirements
- Payment processing
- Welfare documentation

32.3 Data may be shared with:

- Veterinary professionals
- Insurers
- Regulatory authorities
- Legal representatives

where necessary and proportionate.

32.4 The Company implements reasonable technical and organisational safeguards to protect data.

32.5 The Client has the right to request access, rectification or erasure of personal data in accordance with applicable law.

33. PHOTOGRAPHY & SOCIAL MEDIA

33.1 The Company may photograph or record Dogs for:

- Welfare documentation
- Behaviour monitoring
- Marketing, promotional and social media purposes

33.2 Images will not include Client personal data unless separately authorised.

33.3 The Client may opt out of marketing use of images by providing written notice.

33.4 Opting out does not apply to images required for regulatory, safety, or behavioural record-keeping.

34. FORCE MAJEURE

34.1 The Company shall not be liable for failure or delay in performing its obligations where such failure results from events beyond its reasonable control, including but not limited to:

- Illness or staff incapacity
- Power failure or utility disruption
- Cyber incidents or system outages
- Government restrictions
- War or civil unrest
- Natural disasters
- Strikes or labour disputes
- Disease outbreak

34.2 Services may be suspended, reduced, or modified during such events without liability.

34.3 Fees already paid remain non-refundable unless otherwise required by law.

35. GOVERNING LAW

35.1 These Terms are governed by the laws of England & Wales.

35.2 The parties submit to the exclusive jurisdiction of the courts of England & Wales.

Client Name:

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Email Address:

Signature: Date: