CAT BEHAVIOUR VET

catbehaviourvet.com

Cat Behaviour Vet Consultancy Agreement

Welcome to Cat Behaviour Vet

Cat Behaviour Vet offers a behavioural consultation service for cat behaviour problems using evidence-based, ethical and kind methods. Consultations are delivered by Dr Madeleine Totham BSc(Hons) MA BVetMed(Hons) ADipFBM GDipAAB MRCVS of Sowerberry Vets Ltd trading as Cat Behaviour Vet.

When we talk about "Pet" in this agreement, we are referring to your cat (**Pet**).

When we talk about "Services" in this agreement, we are referring to the specialised veterinary behaviour services that Cat Behaviour Vet performs for your Pet (**Services**).

Our Services are based on veterinary and behavioural training and our experience working in veterinary medicine. However, we make no guarantee that your Pet will achieve any specific results. We will work with you to identify any specific behavioural concerns or goals that you would like to work towards, but our Services are not a substitute for regular veterinary health check-ups or professional veterinary medical advice.

About this agreement

The below terms and conditions (this **agreement**) sets out the terms under which Sowerberry Vets Ltd operating under the business name 'Cat Behaviour Vet', a company registered in England and Wales under company number 12098394 with registered office 85 Great Portland Street, London, England, W1W 7LT (**Cat Behaviour Vet, we, us** or **our**) performs any Services to you or the company which you represent (the **Client, you** or **your**) and your Pet.

This agreement will apply to (depending on your selected package) your first consultation (**Initial Consult**), any follow-up veterinary behaviour sessions (**Follow Up**) and 3 months' of follow up email support (**Email Support**) we perform for your Pet plus any additional packages agreed upon.

Consumer Rights

YOUR KEY INFORMATION

The *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013* say that up to 14 days after receiving your goods, in most cases, you can cancel within 14 days. If you agree the services will start within this time, you may be charged for what you've used.

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 a price hasn't been agreed upfront, what you're asked to pay must be reasonable; • if a time hasn't been agreed upfront, it must be carried out within a reasonable time.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 0808 223 1133.

The above information summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

Acceptance of this agreement

Before you agree to proceed with any of our Services, please carefully read this agreement.

By signing below, you acknowledge and agree that you have read and agree to be bound by this agreement, which forms a binding contractual agreement with us. You represent and warrant that you have valid authority to enter into this agreement on behalf of any entity you may represent.

☐ **By ticking this box, you are providing Cat Behaviour Vet with your express consent to commence providing the Services within the 14 day cooling off period, and therefore understand that you will forfeit your right to cancel the Services provided during this period. For more information regarding your statutory right to cancel and 14 day cooling off period, please refer to clause 7 of these terms.**

***Disclaimer**: Participating in the Services is potentially dangerous and may expose the participants to risks, including accidents, serious injury, illness or even death. Cat Behaviour Vet uses its best endeavours to protect all participants but there remains a possibility of an accident causing animal related injuries, general injury, illness, disability, death or property damage. You participate in the Services at your own risk.*

Cat Behaviour Vet does not guarantee that you will achieve specific outcomes as a result of receiving the Services. We will not be liable to you or any third party for any of your acts or omissions subsequent to the Services, including for situations where you or a third party suffers damage, loss or injury as a result of relying on any information supplied to you during the Services.

Further, we will not be liable for any costs associated with our Recommendations (defined in clause 5.3(b)(v)) or the implementation of a Plan (defined in clause 5.3(c)).

Signed by the Client:	
Full name	Signature
	Date

Terms and Conditions

1 MEANING OF CAPITALISED WORDS AND PHRASES

Capitalised words and phrases used in this agreement have the meaning given by the words immediately preceding any bolded and bracketed word(s) or phrase(s).

2 DURATION AND RENEWAL OF THIS AGREEMENT

(a) This agreement will commence on the date this agreement is signed or accepted by the Client, and will continue in effect until:

(i) all Services have been supplied; or

(ii) the Services are terminated in accordance with clause 7 or 16, whichever is the earlier (**Term**).

(b) The parties may agree to extend this agreement by mutual agreement, including by conduct that indicates an intention to extend the Term.

(c) If any Services are supplied after the expiry of the Term, without the parties having entered into a replacement agreement or otherwise having expressly agreed in writing that this agreement will not apply, the terms of this agreement will continue to apply for those Services.

3 PET ELIGIBILITY

(a) Our Services are tailored to understanding household cats and the environment they live in in order to implement a Behaviour Modification Plan which will help address any concerns you have regarding their behaviour and improve their overall welfare.

(b) To engage our Services:

(i) you must have a referral from a vet surgeon (**Referral**); and

(ii) you must be the lawful owner of the Pet. If you cannot provide evidence that you are the Pet's lawful owner, we may refuse to perform the Services.

4 TELL US ABOUT YOUR PET

4.1 PROVIDE INFORMATION

(a) Before we agree to perform any Services, we will ask for some information about you and your Pet. If you have engaged us for veterinary consulting services, we'll also ask you to complete our questionnaire (**Questionnaire**).

(b) This information helps us to consider whether we are the right fit for you and your Pet and helps to manage your expectations for any Services we agree to provide you.

4.2 UNDERSTANDING YOUR PET

(a) We understand that all pets are unique and have their own preferences, sensitivities and backgrounds.

(b) If there is anything specific that you think we should know about your Pet before we perform the Services, please let us know via the Questionnaire or other relevant forum so that we can best accommodate your Pet's needs. This includes:

(i) any previous or current medical conditions, illnesses or injuries;

(ii) any allergies or intolerances;

(iii) any behavioural problems or abnormalities;

(iv) any sensitivities to people, objects or other animals; or

(v) anything else that affects your Pet's health, wellbeing or behaviour.

4.3 GOALS AND CONCERNS

(a) Our Services are targeted to address specific concerns about, or achieve certain goals you've set for, your Pet.

(b) To get the most from our Services, we ask that you provide detailed information about your concerns and goals via our Questionnaire or other relevant forum before your Initial Consult. Please let us know what your goals from the consultations are, this may include:

(i) Working to help address any behavioural problems you've noticed in your Pet;

(ii) enhancing your Pet's mental health or wellbeing;

(iii) improving your relationship with your Pet; or

(iv) anything else you would like us to focus on or achieve during the sessions.

(c) You acknowledge and agree that:

(i) if you provide information that is inaccurate or false, it will affect the Recommendations and Plan (defined below) and overall success of the treatment; and

(ii) we are not liable for any loss suffered as a result of you providing inaccurate or false information, or your failure to follow the Recommendations or Plan.

4.4 UPDATE INFORMATION

You represent and warrant that you will notify us as soon as reasonably practicable if any information you've provided us about you or your Pet changes.

4.5 RIGHT TO REFUSE

While we believe that all pets have the potential to improve, we reserve the right to refuse to perform (or discontinue performing) the Services for any Pet we consider, in our discretion, are not suitable for our Services.

5 OUR SERVICES

5.1 ABOUT OUR SERVICES

In exchange for us performing the Services, you agree to pay the Fees in accordance with the terms and conditions of this agreement.

5.2 BOOKING AND SCOPE OF SERVICES

(a) You may only book our Services if your vet has provided us with a veterinary Referral and the pet's medical history.

(b) You may book our Services by getting in touch with us via our website located at catbehaviourvet.com, or by email at madeleine@catbehaviourvet.com.

(c) Our Services are offered in packages, with different service offerings as set out on our Website from time to time (**Packages**).

(d) No booking request is confirmed until we have responded to your request and confirmed your booking and the scope of Services in writing.

5.3 VETERINARY BEHAVIOUR SERVICES

(a) (**Our approach**) Our veterinary behaviour consultations are designed to holistically assess and understand your Pet in the context of any goals and concerns you've identified (as set out in clause 4.3). We use methods that are evidence-based but we understand that every Pet is different and make no guarantee that your Pet will respond to our methods.

(b) (**Initial Consult**) Our veterinary behaviour consulting services start with an Initial Consult.

(i) You can book in your Initial Consult at the time of booking the Services. You must make sure that, **at least 14 days prior to your Initial Consult, you:**

(A) complete and send to us your completed Questionnaire and a signed copy of this agreement;

(B) arrange for your vet to send to us the Referral form and a full medical history of your Pet; and

(together the **Documentation**),

(C) make payment of the associated Fees**.**

(ii) You acknowledge and agree that an Initial Consult booking is not confirmed until we have received the Documentation and payment of the Fees in accordance with clause 5.3(b)(i). If the Documentation and payment is not received, the Initial Consult booking date will be rescheduled.

(iii) The Initial Consult provides us with an opportunity to meet you and your Pet and assess your Pet against the Questionnaire.

(iv) The Initial Consult may take place in person at your home, or via video link (currently Google Meet).

(v) We will provide you with a series of recommendations (a behaviour modification plan) for addressing the concerns or meeting the goals you've identified (**Recommendations**). Recommendations are our opinion only, based on our experience studying and working in veterinary medicine and behaviour. If you are not comfortable with any Recommendations we provide during the Initial Consult, you must inform us as soon as possible so that we can provide an alternative.

(vi) Initial Consults are usually two hours in length however we may, in our discretion, modify the duration of the consultation to suit your Pet.

(c) (**Report and behavioural plan**) Within 5 working days of the Initial Consult taking place, Cat Behaviour Vet will provide you with a full report (**Report**) and personalised step-by-step behaviour modification plan (**Plan**). The Report and Plan are our opinion only, based on our experience studying and working in veterinary medicine and behaviour.

(i) (**Follow Ups**) After the Initial Consult, we'll schedule a 1 hour online Follow Up with you to monitor your Pet's overall wellbeing, progress and receptiveness to our Recommendations. We may, in our discretion, recommend two 30 minute Follow Ups instead to suit your pet best.

(ii) We will usually schedule the Follow Up 6 weeks after the Initial Consult, but this may vary depending on the needs of the Pet.

(iii) If your Pet requires further Follow Ups, outside the scope of the quote we initially prepared for you, we'll provide you with an additional quote which you may choose to accept or reject.

(iv) All Follow Ups are held remotely and may be conducted by phone or video call.

(v) You are solely responsible for monitoring your Pet's health and symptoms at all times, including after the Initial Consult. We rely completely on the information and updates you provide to us during the Follow Up and are in no way responsible for any adverse side effects, illness or injuries your Pet may suffer or sustain as a result of your failure to monitor their health or symptoms.

(vi) You acknowledge and agree that Cat Behaviour Vet is only contracted to provide the Services, and the Pet will at all times remain under the referring vet's care for all health conditions. In the event of any health concerns (including emergency presentations), you must contact your referring vet (or other vet) and not Cat Behaviour Vet.

(d) (**Email Support**) Depending on the Package you have selected, you may be entitled to Email Support for up to 3 months' (**Email Support Period**), commencing from the date of the Initial Consult.

(i) The Email Support Period cannot be extended.

(ii) Email Support is offered on a fair-use basis, based upon 3 hours' of Cat Behaviour Vet's time within the Email Support Period.

(iii) If additional Email Support is required, you can purchase additional Email Support in accordance with clause 5.3(f) below.

(e) (**Additional Consults**) If required, you can purchase additional consults.

(f) (**Additional Email Support**) If required, you can purchase additional Email Support.

(g) (**Recommendations**) Our veterinary behaviour consultations are not general health consultations and we will not perform a comprehensive health analysis of your Pet. You should discuss any health concerns with your veterinary surgeon.

(h) (**Only addressing specific issues**) As part of the Services, we are only addressing specific issues and conditions. Cat Behaviour Vet will only provide veterinary advice specifically related to the conditions/issues that are subject of the Services, and will not provide any other veterinary advice, general or otherwise. We will pass on any veterinary advice we suggest to your veterinary surgeon for implementation.

(i) (**Referrals**) If we believe that your Pet's health or wellbeing is seriously at risk and requires veterinary medical attention, we reserve the right to refer your Pet to a veterinary practice or hospital.

5.4 YOUR HOME

If you elect to have the Initial Consult take place at your home, the following provisions apply:

(a) (**Access**) You agree to provide us access to your home, to the extent that is required for us to perform the Services.

(b) (**Suitable space**) You must ensure that you have a suitable space on your property for the Services to take place. This space should be free from hazards and distractions and should be large enough for your Pet to move around freely.

5.5 ONLINE SESSIONS

(a) If the Services are provided in real time online via a virtual classroom, they will be delivered electronically and accessed via a third-party app that we use from time to time (**App**).

(b) There will be no additional fees payable to Cat Behaviour Vet for using the App, other than any fee applicable to downloading any applications from any app store.

(c) The App we use is a third-party app and is subject to additional terms and conditions. By using the app you will be bound by this clause and the Third Party Terms in clause 12.

(d) The App is powered by a third-party platform and the terms and conditions of that third party may apply to your use of the App to the extent applicable to you.

(e) To the maximum extent permitted under applicable law and our agreement with our app provider, we will not be liable for any acts or omissions of that third party, including in relation to any fault or error of the App or any issues experienced in using the App including downtime and the App not functioning adequately.

(f) You agree that it is your responsibility to check that the computer and internet service being used to access the Services is adequate to access the training services.

(g) Cat Behaviour Vet will not be liable to you if the Services may not be provided as a result of any technical issues including but not limited to:

(i) the operation of the internet, including but not limited to viruses;

(ii) any firewall restrictions that have been placed on your network or the computer you are using to access the Services;

(iii) failures of telecommunications links and equipment; and (iv) software and browser incompatibility.

5.6 PHOTOGRAPHY AND VIDEOGRAPHY

(a) In the course of performing the Services, Cat Behaviour Vet may:

(i) ask you to send Cat Behaviour Vet videos of your Pet via WhatsApp or email to assist with the diagnosis; and

(ii) take photographs or video recordings of you and/or your Pet. These would be to aid understanding or monitoring of the behavioural problem.

(b) From time to time, we may request your consent to upload such photographs or video recordings to our social media platforms for the sole purpose of promoting our brand and Services. We will only do so with your express consent.

5.7 TRAVEL FEES

Travel to your home for an Initial Consult is included in the price, providing it is within 30 minutes' drive of Deal (CT14) in normal traffic, as determined by Google Maps or some other map functionality. Travel further than this will be charged at £1.50 per mile (for both the outgoing and return journeys) and will be calculated and added to the package price (**Travel Fees**).

5.8 UNSOCIABLE HOURS SURCHARGE

Cat Behaviour Vet's office hours are Monday to Friday 9am to 4pm. Occasionally a consultation may be conducted outside of these hours, if this is the case a £100 surcharge will apply (**Unsociable Hours Surcharge**).

5.9 EXTRA CAT SURCHARGE

If the consultation is dealing with a problem affecting more than 3 cats (eg tension in a multicat household) then a £30 surcharge per extra cat will be applied (**Extra Cat Surcharge**) to account for the extra time spent on pre-visit material such as medical reports, and report writing.

5.10 INSURANCE

(a) As a veterinary surgeon and full member of the APBC, some insurance companies will cover the costs of behavioural consultations (**Insurance Claims**). However, this will depend on your individual policy, so we strongly recommend that you contact your insurance company to check.

(b) Due to the time involved in completing Insurance Claims, Cat Behaviour Vet charges an additional £25 for completing an Insurance Claim. Please note that Cat Behaviour Vet does not accept direct claims so you will need to pay for the Services you receive and then claim the money back. We cannot guarantee that your insurance company will pay out on your claim.

(c) Cat Behaviour Vet is fully covered by professional indemnity and public liability insurance.

6 FEES AND PAYMENT

6.1 FEES

(a) When we confirm your booking for the Services, we will provide you with a valid invoice for payment of the fees including any Travel Fees or Unsociable Hours Surcharge (**Fees**).

(b) You must pay the Fees to us at least 14 days prior to the relevant Service. If you do not pay the Fees in full at least 14 days prior to the Service, it will be postponed and we will contact you to arrange an alternative time.

(c) If we issue an invoice, payment must be made in the amounts and at the times set out in an invoice we provide, or as otherwise agreed in writing.

6.2 VAT

At this time, we do not charge VAT. In relation to any VAT payable for a taxable supply by us, you must pay the VAT subject to us providing a tax invoice.

7 CONSUMER RIGHTS – RIGHT TO CANCEL

7.1 RIGHT TO CANCEL

(a) You have the right to cancel this contract within 14 days without giving any reason. However, you do not have the right to cancel if you requested for us to start providing the services during the cancellation period and the services are fully performed (ie the work is completed) during this period. This is further explained in clauses 5(e) and 5(f) below.

(b) The cancellation period will expire after 14 days from the day on which you enter into a contract for the provision of the Services.

(c) To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement to us, for example by emailing us using the contact details available on our website or by using our model cancellation form available here. You are not obliged to use the model cancellation form.

(d) To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

(e) We will not start providing the services during the 14-day cancellation period unless you ask us to. When you place an order for services, you will be given the option to tick a box to request for us to start providing the services during the cancellation period (see page 2). By ticking the box, you acknowledge that you will lose your right to cancel this contract once the services are fully performed (ie the work is completed). If you do not tick the box, we will not be able to start providing the services to you until the cancellation period has expired. We are not obliged to accept your request.

(f) This means that if you requested for us to start providing the services during the cancellation period and the services are fully performed (i.e. the work is completed) during this period, you lose your right to cancel and will be required to pay the full price under this contract even if the cancellation period has not expired.

(g) This does not affect the rights you have if your services are faulty. A summary of these rights is provided at the top of this page. See also clause 7.3 below.

7.2 EFFECT OF CANCELLATION

(a) If you cancel this contract, we will reimburse to you all payments received from you, unless you requested for us to start providing the services during the cancellation period, in which case you must pay us:

(i) for the services we provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the services performed up to that point in comparison with the full price under this contract; or

(ii) the full price under this contract, if you lost your right to cancel this contract because the services were fully performed (i.e. the work was completed) during the cancellation period.

(b) We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

(c) We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

7.3 FAULTY SERVICES

(a) Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of this page. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:

(i) contact us using the contact details at the top of this page; or

(ii) visit the Citizens Advice website www.citizensadvice.org.uk or call 0808 223 1133.

(b) Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

(c) If the services we have provided to you are faulty, please contact us using the contact details at the top of this page.

8 OTHER CANCELLATION RIGHTS

8.1 CANCELLATION BY US

(a) We reserve the right to cancel the Services for any reason, and will notify you of this as soon as possible. Where we cancel the Services:

(i) we will try to reschedule the Services to a suitable time for you; or

(ii) if a suitable time cannot be arranged, we will refund you the total Fees back to your original method of payment.

(b) If, during the Email Support Period, Cat Behaviour Vet is unavailable (for example, on holiday), the Email Support Period will be extended to mitigate this absence. If you require veterinary assistance during this time you should contact your registered veterinary surgeon.

8.2 CANCELLATION BY YOU

(a) Subject to clause 7, the following cancellation policy applies to cancellation of the Services.

(b) You may cancel the Services by written notice to us provided to madeleine@catbehaviourvet.com.

(c) If the notice under clause 8.2(b) is:

(i) 14 days or more prior to the Initial Consult, we will provide you with a full refund;

(ii) Less than 13 but more than 4 days prior to the Initial Consult, we will provide you with a refund equal to 70% of the Fees;

(iii) Within 72 hours of the Initial Consult, you will not be entitled to any refund.

8.3 RESCHEDULING

(a) If you need to reschedule any the Initial Consult or Follow Up:

(i) you can only reschedule an Initial Consult or Follow Up up to a maximum of 2 times;

(ii) you must contact Cat Behaviour Vet as soon as possible (being not less than 24 hours notice), by emailing us at: madeleine@catbehaviourvet.com.

(b) If you fail to reschedule an Initial Consult or Follow Up in accordance with clause 8.3(a), it will be considered a "no show" and you will not be entitled to a refund.

(c) For the avoidance of doubt, you will be considered a "no show" if you are late to the Initial Consult or Follow Up by more than 15 minutes (irrespective of whether it is an online or inperson consult).

9 PRIVACY

9.1 YOUR PRIVACY AND PERSONAL INFORMATION

(a) Our Privacy Policy is available at catbehaviourvet.com.

(b) Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what

personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

9.2 PET MEDICAL HISTORY

(a) We will contact your Pet's veterinarian prior to performing the Services, to discuss their health and wellbeing and to obtain a copy of their medical records and history. You consent to us obtaining and using all such records for the purpose of performing the Services.

(b) If applicable, we may liaise with your Pet's veterinarian and share information or observations about your Pet's health and wellbeing for the sole purpose of updating and consolidating your Pet's medical records.

(c) By accepting this agreement, you provide your consent for us to discuss your case with other veterinarians and behaviourists if it is deemed useful and/or necessary to the case.

(d) You acknowledge and agree that we may contact the RSPCA or other authority if we reasonably believe that there is risk or danger to the Pet's or person's welfare.

10 CODES OF CONDUCT

(a) Dr Madeleine Totham of Cat Behaviour Vet is registered with the Association of Pet Behaviour Counsellors (APBC) as a Full member, the Fellowship of Animal Behaviour Clinicians (FABC) as a Candidate member and International Feline Behaviourists (IFB) as a Full member, and subscribes to the following codes of conduct:

(i) APBC: https://www.apbc.org.uk/code-of-conduct-and-complaints-procedure/

(ii) FABC: https://fabclinicians.org/code-of-conduct/

(iii) IFB: https://ifbglobal.org/our-code-of-conduct/

(b) Dr Madeleine Totham of Cat Behaviour Vet is also registered with the Royal College of Veterinary Surgeons as a practicing veterinary surgeon (registration number: 7040652) and is subject to the Code of Professional Conduct for Veterinary Surgeons, which can be found at https://www.rcvs.org.uk/setting-standards/advice-and-guidance/code-of-professionalconduct-for-veterinary-surgeons/

11 INTELLECTUAL PROPERTY

(a) In the course of performing the Services, we may provide you with tangible or intangible information, documents, flyers or other materials (**Materials**) to help you get the most from our Services.

(b) Any Materials we share with you are carefully selected and provided for the benefit of your Pet only. You must not apply any information in the Materials to other pets or share the Materials with third parties.

(c) Nothing in this agreement transfers ownership of or assigns any Intellectual Property Rights in the Material, to you.

(d) We grant to you a non-exclusive, royalty free, non-transferable and revocable licence to use the Materials, to the extent that such use is reasonably required for you to enjoy the benefit of the Services.

12 THIRD PARTY TERMS

(a) Any Service that requires Cat Behaviour Vet to acquire goods and services supplied by a third party on your behalf may be subject to the terms & conditions of that third party (**Third Party Terms**), including 'no refund' policies. This includes any payment providers and the App.

(b) You agree to familiarise yourself with any Third Party Terms applicable to any such goods and services and, by instructing Cat Behaviour Vet to acquire the goods or services on your behalf, you will be taken to have agreed to such Third Party Terms.

(c) To the maximum extent permitted under applicable law, we will not be liable for any acts or omissions of those third parties, including where such third parties cause delay in providing the Services or are negligent in providing services.

13 WARRANTIES

To the maximum extent permitted by applicable laws, all express or implied representations and warranties not expressly stated in this agreement are excluded.

14 LIABILITY

(a) Nothing in this agreement shall exclude or limit a party's liability for fraud or intentional unlawful conduct by a party, or death or personal injury resulting from a party's negligence.

(b) (**Limitation of liability**) To the maximum extent permitted by applicable laws, our maximum aggregate liability to you in respect of loss or damage sustained by you under or in connection with this agreement is limited to the total Fees you pay to us in exchange for the relevant portion of the Services giving rise to the relevant liability.

(c) (**Indemnity**) You agree, at all times, to indemnify and hold us and our officers, employees, agents, contractors and volunteers ("**those indemnified**") harmless from and against any loss (including reasonable legal costs) or liability incurred or suffered by any of those indemnified where such loss or liability was caused or contributed to by you or your officers', employees', agents' or contractors':

(i) failure to control your Pet;

(ii) breach of any term of this agreement; or

(iii) negligent, fraudulent or criminal act or omission.

(d) (**Consequential loss**) We will not be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this agreement or any services performed by us, except to the extent this liability cannot be excluded under applicable laws.

(e) (**Unfair contract terms**) To the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under this agreement including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of the *Unfair Contract Terms Act 1977* in the UK (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in this clause shall be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions shall remain in full force and effect.

15 DISPUTE RESOLUTION

(a) A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory injunction, unless that party has complied with the requirements of this clause.

(b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.

(c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

16 TERMINATION

16.1 TERMINATION FOR CAUSE

Either party (**Non-Defaulting Party**) may cancel this agreement immediately by written notice to the other party (**Defaulting Party**) if the Defaulting Party is in breach of this agreement and either:

(a) fails to remedy such breach within 14 days of receiving notice from the Non-Defaulting Party requiring it to remedy such breach; or (b) that breach is not capable of remedy.

16.2 EFFECT OF TERMINATION

Upon termination of this agreement:

(a) each party must return all property of other parties to those respective parties;

(b) each party must immediately return to each other party, or (if requested by that party) destroy, any documents in its possession or control containing confidential information of the other party; and

(c) no rights, liabilities or remedies of any party will be invalidated by the termination.

16.3 SURVIVAL

Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of this agreement will survive and be enforceable after such termination or expiry.

17 FORCE MAJEURE

17.1 GENERAL

(a) A Force Majeure Event means any occurrence beyond the control of the Affected Party which prevents the Affected Party from performing an obligation under this agreement (other than an obligation to pay money), including any:

(i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;

(ii) strikes or other industrial action outside of the control of the Affected Party;

(iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or

(iv) any decision of a government authority in relation to COVID-19, or any threat of COVID-19 beyond the reasonable control of the Affected Party,

to the extent it affects the Affected Party's ability to perform its obligations.

(b) If a party (**Affected Party**) becomes unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to a Force Majeure Event, the Affected Party must give to the other party prompt written notice of:

(i) reasonable details of the Force Majeure Event; and

(ii) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.

(c) Subject to compliance with clause 17.1(b), the relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.

(d) The Affected Party must use its best endeavours to overcome or remove the Force Majeure Event as quickly as possible and resume performing the relevant obligation.

18 NOTICES

(a) Where a clause requires a notice to be sent:

(i) the parties will use the email addresses most commonly used by the parties to correspond in relation to this agreement at the time the notice is sent; and

(ii) refer to the name and date of this agreement in the subject heading.

(b) The notice will be considered to be delivered 24 hours after it was sent, unless the sender has reason to believe the email failed to send or was otherwise not received.

19 GENERAL

19.1 GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including noncontractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

19.2 BUSINESS DAYS

If the day on which any act is to be done under this agreement is a day other than a Business Day, that act must be done on or by the immediately following Business Day except where this agreement expressly specifies otherwise.

19.3 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

19.4 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

19.5 THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this agreement.

19.6 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

19.7 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

19.8 COUNTERPARTS

This agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this agreement and all together constitute one agreement.

19.9 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

19.10 INTERPRETATION

(a) (**singular and plural**) words in the singular includes the plural (and vice versa);

(b) (**currency**) a reference to £; or "pound" is to British currency;

(c) (**gender**) words indicating a gender includes the corresponding words of any other gender;

(d) (**defined terms**) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(e) (**person**) a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;

(f) (**party**) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;

(g) (**this agreement**) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;

(h) (**document**) a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;

(i) (**headings**) headings and words in bold type are for convenience only and do not affect interpretation;

(j) (**includes**) the word "includes" and similar words in any form is not a word of limitation; and

(k) (**adverse interpretation**) no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.