



**MAN'S BEST FRIEND'S BEST FRIEND**

## **GENERAL TERMS AND CONDITIONS OF BUSINESS**

1. Use of the services of Dog Hill will be deemed acceptance of the following terms and conditions.
2. The Client certifies the accuracy of all information the Client has conveyed about Client's pet to Dog Hill.
3. The Client agrees that if the Client's pet becomes ill or if the state of the pet's health otherwise requires professional attention, Dog Hill, in its sole discretion, may engage the services of a veterinarian or administer medicine or give other requisite attention to the pet and the expenses thereof shall be paid by the Client. The Client gives consent to Dog Hill to act in the Client's behalf in obtaining emergency veterinary care at the Client's expense if deemed necessary by Dog Hill or any of its employees. The Client agrees to indemnify and holds Dog Hill and its employees harmless from said expenses.
4. The Client agrees to pay all charges for special services requested, all veterinary costs for pet during the time said pet is in the care of Dog Hill, and all fees incurred by the Client through the Client's failure to comply with Dog Hill's Cancellation Policy.
5. The Client assumes any and all expenses or liability for injuries that the Client's pet may inflict upon any human or other pet while in the care of Dog Hill. The Client agrees to indemnify and holds Dog Hill and its employees harmless from any and all expenses and liability incurred as a result of injuries the Client's pet inflicts upon any human or other pet while under Dog Hill's care.
6. The Client hereby grants Dog Hill the right to take photographs of the Client's pet while under the care of Dog Hill, and to post or reproduce any and all photographs taken (as well as the Client's pet's name) on or in, without limitation, Dog Hill's web site, promotional materials and merchandise, without becoming liable to the Client (or the Client's pet) for any royalty payment of any kind. THE CLIENT HEREBY RELEASES, COVENANTS NOT TO SUE, AND FOREVER DISCHARGES DOG HILL OF AND FROM ANY AND ALL CLAIMS, DEMANDS, RIGHTS, AND CAUSES OF ACTION OF WHATEVER KIND OR NATURE INCLUDING, BUT NOT LIMITED TO, APPROPRIATION OF THE PICTURE OR NAME OF THE CLIENT'S PET FOR COMMERCIAL ADVANTAGE, PUBLICATION OF FACTS PLACING THE CLIENT AND/OR THE CLIENT'S PET IN A FALSE LIGHT, AND PUBLIC DISCLOSURE OF PRIVATE FACTS ABOUT THE CLIENT AND OR CLIENT'S PET, ARISING OUT OF OR RELATING TO ANY PHOTOGRAPHING OF OR USE OF PHOTOGRAPHS OF CLIENT'S PET PURSUANT TO THE AUTHORITY THE CLIENT HAS GRANTED DOG HILL IN THE SENTENCE IMMEDIATELY PRECEDING THIS SENTENCE.
7. Dog Hill agrees to provide a pet sitter as specified. The Client has the option to meet the sitter and acceptance of the sitter's services will be deemed satisfaction with the suitability and integrity of the sitter put forward.
8. Dog Hill will charge the Client for its services as quoted. A fee of 40% of the total sum due is payable to Dog Hill as deposit at the time of booking.
9. Payment of Sitter:
  - i. The Client is responsible for paying the Sitter's remuneration on completion of the contract immediately on receipt of the sitter's personal invoice for the remaining 60% fee balance.

- ii. The Client is also responsible for any travelling expenses calculated at \$1 per mile incurred by the Sitter or for reimbursement of fares by public transport. The Client will provide food for the Sitter during the period of the contract to the value of \$10 per day.
10. Dog Hill takes extraordinary care in selecting responsible and suitable Sitters. However we can accept no responsibility for the acts and omissions of any Sitter or for any loss or damage caused or contributed to by the Sitter.
11. Should a Sitter be taken ill or injured or for any reason not able to complete the contract Dog Hill will use its best efforts to make alternative arrangements.
12. If the Client engages the Sitter, whether for a definite or indefinite period in any capacity within 12 months of the expiration of this contract, Dog Hill will be entitled to receive payment of a one-time fee equal to four times the weekly remuneration paid by the Client to the Sitter. This fee will be payable at the commencement of the engagement.
13. In the event of cancellations which are notified to us in writing earlier than 14 days prior to the start of the booking period, the deposit will either be refunded in full or held over to be used on a subsequent booking. Cancellations made later than this will result in the deposit being forfeited. Dog Hill has never cancelled a contract but if we do cancel a contract less than fourteen days prior to the start of the booking period, then you will be entitled to a refund of the proportion of the fee already paid, together with a further payment in the same amount to represent compensation for late cancellation.
14. Client must complete Dog Hill's checklist with the Sitter before handing off primary responsibilities.
15. In the event that the Sitter does not have sole control (house cleaners, landscapers, etc.) the Sitter will not be responsible for any breaches of security.

#### **CONDITIONS FOR SITTER**

- a) The Sitter will carry out the primary responsibilities agreed with the Client and keep the house clean and tidy to a reasonable standard.
- b) The Sitter may not:
  - i) Leave the house except in an emergency for more than one hour after dark, or leave the house except in the performance of his/her duties, for more than two hours a day unless relieved by Dog Hill or a person authorized to do so by the Client.
  - ii) Have neither overnight nor more than one daytime visitor at a time. Such visitors must leave the house by 10pm.
  - iii) Drink the Client's alcoholic or soft beverages or eat the Client's food without permission.
- c) The Sitter is not responsible for any loss or damage to a Client's property, however caused.
- d) In the event of a problem or emergency arising the Sitter will use his/her own discretion and will contact the right authority.
- e) In the event of cancellations less than 48 hours prior to the start of the booking, 50% of the Sitter's fee shall be payable to the Sitter up to a maximum of \$150. In the event the Sitter is in route to, or has arrived at the booking, or the Client returns early during a booking, the Sitter must be paid in full.

#### **NOTES**

**INSURANCE:** If the Client's car is to be used by the Sitter, insurance coverage must be in force. The Client is responsible for checking that the Sitter's driving license is valid and for informing Insurers of their departure and the presence of the Sitter in the house.

**CLEANING:** The house will be maintained to a normal standard but Clients are respectfully asked to note that the Sitters are not cleaners.

**DATES:** The Client should inform Dog Hill of any change or extension in booking dates to avoid inconvenience to the Sitter and other Clients.

**PAYMENT:** Invoices unpaid by the due date can render the booking liable to cancellation without notice and without any liability on the part of Dog Hill.

**FOOD:** We recommend that \$10 per day should be provided for the Sitter.

**TELEPHONE:** The Sitter will keep an accurate account of all personal calls made and pay for them before leaving.