

Conditions of business for a dog-walking service—dog-walking agreement

Provider

name: Tails in the Park

address: 11B Percy Street,L8 7LT

day telephone: 07929989699

Customer

name:

address:

day telephone:

evening/weekend telephone:

I (the Provider) offer a dog-walking service to you (the Customer) on the following terms. References to 'Dog' are to the Customer's dog or dogs described below. This agreement is made when signed by us.

Dated _____

Signed _____

(Provider)

Signed _____

(Customer)

TERMS OF AGREEMENT

- 1 The Provider will walk the Dog described below for not less than the time and on the days mentioned below from the Customer's address, unless some other address is shown below. The Provider reserves the right to walk other dogs at the same time, but the total number of dogs walked with one person at one time will not exceed [8].
- 2 The Provider will walk the Dog on other occasions by arrangement.
- 3 The Provider will provide this service either personally or by a person appointed by and working under the Provider's instructions.
- 4 The Customer will either ensure that access is given to the Provider to collect the Dog from the agreed address at the agreed times or give the Provider a key to the place where the Dog is kept. The Provider will use the key to collect and return the Dog and for no other purpose and will keep it safe, not let anyone else have it, not copy it and will return it to the Customer on demand.
- 5 The Customer will supply suitable collars or harnesses and leads [and when necessary muzzles] for the Dog and any coats or other accessories which the

Customer wishes to be used. The Provider will be entitled to refuse to walk the Dog if a suitable collar or harness and lead [and muzzle] is not provided and to be paid in full as though that walk had taken place.

6 The Provider's charges are at the rates and are payable at the times set out below.

7 The Customer will inform the Provider fully of any characteristics of the Dog which needs to be known for handling and care of the Dog.

8 The Provider holds insurance in respect of the death, loss or injury of dogs in the Provider's care for a maximum £... per dog and shall have no liability to the Customer for any claim in respect of the Dog, except such claim if any as covered by the insurance and admitted by the insurer.

9 The Provider will inform the Customer of any incident or anything which the Provider notices about the Dog, which as dog owners the Customer ought to know.

10 The Provider will keep the Dog on a lead whenever out of the house, will take care so far as is practicable both that the Dog is not a nuisance or danger to any one, or any other animals, and that no harm comes to it. The Provider will supply a plastic bag and small shovel and use them on all walks to remove the Dog's faeces and ensure that Dog does not foul any public or private place.

11 The Customer will provide the Provider with details of the Dog's inoculations and contact details of its vet. In case of need the Provider is authorised to refer the Dog to the named (or in emergency any other) vet for advice or treatment at the Customer's expense. The Customer undertakes to reimburse to the Provider all expenses incurred under this clause.

12 The Provider is not required to feed or water the Dog.

13 Either party may terminate this notice by not less than one week's notice to the other at the address given in this agreement.

Descriptions of the Dog(s), payment, etc

Dog 1
name:

male/female:

breed:

whether neutered:

age:

male/female:

inoculation details:

whether neutered:

characteristics:

age:

Dog 2

inoculation details:

name:

breed:

characteristics:

Veterinarian

name of practice:

name of individual (if relevant):

address:

telephone number:

Days and times

(tick as appropriate)

Monday

Thursday

Tuesday

Friday

Wednesday

Saturday

Time of collection (add details for any days on which different times will apply):

Payment

Fees: £7.50 per dog per Two hour

Payment: [weekly in advance on Monday of every week (or) weekly in arrear on Friday of every week (or) monthly in arrear on the receipt of invoice]

1 This Form is a standard form of dog-walking agreement suitable for general use by the provider of dog-walking services. For a form of letter suitable for use by a dog owner to record his agreement with the provider of dog-walking services, see Form 22 [3351] ante.

The Forms in this section are unlikely to provide any problems as to the status of the providers of the services, whom in each case (except Form 37 [3435] post (nanny contract)) are independent contractors, although in any situation it would be possible to arrange the contracts to operate as a contract of employment.

2 It is assumed that the dog walker is not VAT registered. However, where the provider of dog-walking services is registrable for VAT, then all sums payable to the provider will be deemed to be inclusive of VAT unless stated otherwise in the agreement: Value Added Tax Act 1994 s 89 (50 Halsbury's Statutes (4th Edn) VALUE ADDED TAX). See Paragraph 16 [3051] ante and see Information Binder: Property [1] (VAT and Property). A further clause providing that VAT is chargeable in addition to the price payable will be required in these circumstances.

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