



TERMS & CONDITIONS

A new look for Cleracres and new Ts and Cs **(but it's still us, don't worry!)**

In order to comply with new DEFRA (Department for Environment, Food & Rural Affairs) regulations, The Animal Welfare Act (2018), and to be GDPR compliant, we've had to make some changes to our Terms and Conditions (and Privacy Policy too for that matter!)*

To make it as simple as possible, we've highlighted the most important information on the first page (see page 2), with the long version of the Terms and Conditions below (page 3 – 10).

Should you have any questions about our new Ts and Cs, please let us know!

*NB. Our new Privacy Policy can be found at the bottom of any page on our new website.

The Cleracres Team (Jan 2019)

CLERACRES CATTERY LTD: TERMS & CONDITIONS

(IMPORTANT INFORMATION)

HERE ARE THE CONSENTS THAT ALL CUSTOMERS SHOULD BE AWARE OF WHEN BOOKING THEIR CAT(S) INTO CLERACRES:

- CATS SHARING THE SAME CHALET
If you have more than one cat staying with us, you consent to us housing your cats in the same chalet (where you have requested that we do so) and give us permission to separate your cats if any problems arise. You agree to pay any additional costs that may arise as a result including the applicable daily rate for any additional chalet **(see Clause 4.2)**.
- VETERINARY CARE AND COSTS
In the event that your cat(s) should need medical attention whilst staying with us, you consent to Bath Veterinary Group administering medications or carrying out procedures to your cat(s) and agree to reimburse us for any vet costs that may arise in relation to your cat(s) whilst in our care. Please note that trips to the vet will incur a transportation fee of £25 + VAT (unless out of hours - between 6pm and 8am – in which case a fee of £40 + VAT will be charged to transport your cat to Rosemary Lodge, Bath – BVG Veterinary Hospital). **(see Clause 4.3)**.
- PERSONAL ITEMS
Whilst we do our best to ensure that customers' property is kept safely and securely, any items left at the cattery (such as blankets, collars, leashes, containers) are left at your own risk. We do not accept any liability for any lost or damaged items **(see Clause 10.4)**.
- SOCIAL MEDIA
We may post pictures and videos of your cat(s) on social media or our website. Please inform us upon arrival if you do not wish for pictures or videos of your cat(s) to be posted on our social media accounts or website **(see Clause 12)**.

A FEW OTHER IMPORTANT THINGS TO KNOW WHEN BOOKING YOUR CAT IN WITH US:

- In relation to your cat(s) **(see Clause 4.4)**
 - You must provide us with a valid and up to date vaccination certificate on or before arrival at the Cattery and your cat must be vaccinated against feline enteritis and cat flu.
 - Your cat must be in a fit and sound condition and free of fleas;
 - If your cat is a tom cat, he must be neutered and healed before arrival.
- All deposits are non-refundable **(see Clause 6)**.
- Failure to pay the deposit by the required date may result in loss of you booking **(see Clause 8.1)**.
- All prices are subject to VAT.

- **We strongly advise you to read our full Terms & Conditions – long version (p. 3 – 10 below)**

CLERACRES CATTERY LTD: TERMS AND CONDITIONS

(Long Version – p. 3 - 10)

THE CUSTOMER IS ALSO STRONGLY ADVISED TO READ **CLAUSE 10 CAREFULLY AS IT SETS OUT HOW WE SEEK TO LIMIT OUR LIABILITY**

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we provide our cattery services to our customers.
- 1.2 **Why you should read them.** Please read these terms carefully before you make a booking with us. These terms tell you who we are, how we will provide our cattery services to you, how you and we may change or cancel your booking, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are **Cleracres Cattery Limited**, a company registered in England and Wales. Our company registration number is 08787615 and our registered office is at Cleracres Cattery, 25 Woollard Lane, Whitchurch, Bristol, BS14 0QT. Our registered VAT number is 567 6192 05.
- 2.2 **How to contact us.** You can contact us by telephoning us on 01275 833 049 or by email office@cleracres.co.uk.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone, SMS or by writing to you at the email address or postal address you provided to us when you made your booking with us.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your booking.** Our acceptance of your booking will take place when we tell you that we are able to provide boarding for your cat on the dates you have requested, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your booking.** If we are unable to accept your booking for any reason, we will inform you of this. This might be because we are fully booked for the dates requested, or we are experiencing unexpected limits on our resources which we

could not reasonably plan for, or because we have identified a material error in the booking.

4. PROVIDING THE SERVICES

4.1 **What is included in our services.** We are a fully licensed cattery providing secure chalets for temporary accommodation for cats. While your cat is staying with us, we will ensure your cat receives daily attention, food bowls are kept topped up, chalets are cleaned and litter trays are emptied daily.

4.2 **Where your cats share a chalet.** If you have more than one cat staying with us and if you have requested that your cats share the same chalet, you consent to us housing your cats in a single chalet. By accepting these terms, you give us consent to separate your cats in our sole discretion should any problems arise between your cats. By accepting these terms, you agree that if we decide to separate your cats then you will pay any additional costs that may arise, including but not being limited to the applicable daily rates for any additional chalets. The additional fees will be payable upon collection of your cats.

4.3 **What additional services we provide.** We can cater for special diets, provide grooming and administer medication, including giving tablets and insulin injections for diabetic cats. If your cat falls ill while staying with us, we will take it to the vet. Our current veterinary service provider is Bath Veterinary Group. By accepting these terms, you consent to Bath Veterinary Group administering medications or carrying out procedures to my cat as they see fit in their reasonable opinion. Any additional services may be subject to a separate charge as advertised in our price list in force from time to time. When you accept these terms and conditions, you agree that you will have to reimburse us for the vet bill if we need to take your cat to the vet while your cat is staying with us.

4.4 **What we require of you.** To ensure the health and safety of the cats that stay with us, we require all owners to comply with certain requirements. We reserve the right to refuse boarding by your cat if, in our reasonable opinion, we think that the requirements have not been complied with. The requirements include:

- (a) Your cat must be in a fit and sound condition and free of fleas;
- (b) Your cat must be routinely treated against fleas on a monthly basis using a vet-approved product (if given on the back of the neck) or on a six-monthly basis (if by injection) and regularly treated for prevention of worms;
- (c) You must provide us with a valid and up to date vaccination certificate on or before arrival at the Cattery and your cat must be vaccinated against feline enteritis, cat flu and feline leukemia; and
- (d) If your cat is a tom cat, it must be neutered and healed before arrival.

We may introduce further requirements at any time and if any additional requirements apply we will tell you when you make your booking or within a

reasonable time after you have made your booking. Please note we seek to limit our liability under clause 10 including in situations where loss or damage is caused by your failure to comply with the obligations in this clause 4.3.

- 4.5 **We are not responsible for events outside our control.** If our performance of the services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the event. Provided we do this we will not be liable for delays or cancellations caused by the event but if there is a risk of substantial delay we may contact you to cancel your booking and you will receive a refund for any days you have paid for but couldn't use.
- 4.6 **What will happen if you do not provide required information to us.** We need certain information from you so that we can provide the services to you, for example, a copy of the vaccination certificate and details of any medication or special dietary requirements your cat may have. We will contact you to ask for this information or we may request the information during the booking process. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we cannot accept any liability for any losses that may occur as a result of us not having the correct information. If we require the information in order to accommodate your cat, for example, an up to date vaccination certificate, and you do not provide the information within a reasonable time from our request, we may cancel your booking (see clause 8.1).

5. ARRIVAL, COLLECTION AND EXTENSIONS

- 5.1 **What happens if you miss an arrival or collection time.** We kindly request that all cat owners respect our opening times for arrival and collection which are publicised on our website and in our brochures. We may not be able to process arrivals or collections outside our specified opening hours and we may charge you for any additional work that we may carry out in order to process arrivals or collections outside opening hours. If you miss the arrival time, we reserve the right to charge full price for the first day even if you are unable to use the day you booked and paid for. If you miss a collection time, we reserve the right to charge you the price for an additional day and any additional services that you require during that day.
- 5.2 **What happens if you want to extend your booking.** If you wish to extend your booking, we request that you give us at least 2 weeks' notice before your scheduled date of arrival. We appreciate that things sometimes happen unexpectedly and you may wish to extend your booking at a shorter notice but we request that you give us as much advance notice as possible. Please note that we may not always be able to accommodate your cat for additional days, particularly during busy periods. If we are unable to accept your request for an extension, we will notify you as soon as possible and it will be your sole responsibility to arrange for collection and to make alternative arrangements for your cat. If we are able to accept an extension then we will charge you for each additional day at the applicable day rates for boarding and for any additional services that you require during the additional days.

5.3 **What happens if you want to collect your cat early.** If you have made a booking but wish to use fewer days than you booked, you must tell us at least 2 weeks before your scheduled date of arrival. If you give us the required period of notice, we will not charge you (or, if you have already paid for the full stay, we will refund you) for the days that you have booked but do not wish to use. If you wish to collect your cat early and you don't give us at least 2 weeks' notice before arrival, we will not refund you for any booked but unused days unless you have a good reason (see clause 9.2).

6. PRICE AND PAYMENT

6.1 **A non-refundable deposit is payable before arrival.** We require a deposit in advance of any stay as advertised in our price list from time to time. We reserve the right to require a higher deposit during peak times. We usually request that the deposit is paid at the time of booking. If, for any reason, you have not paid the deposit at the time of booking then we request that you pay the deposit as soon as possible after you have booked to stay with us, and in any event within 7 days of booking or within 3 days during peak times. **Please note that your booking will be cancelled if you do not pay the deposit when it is due.**

6.2 **When you must pay the charges for boarding and services.** The charges for boarding and any additional services you require must be paid on arrival. If you request an extension to your booking and we accept it, the charges for any additional days and additional services must be paid before collection.

6.3 **What happens if I don't pay the charges when they are due.** If you are unable to pay the charges for the full stay on arrival, we reserve the right to cancel your booking and charge you the equivalent of one day's stay. If you are unable to pay any charges that may be payable on collection (for example, if your cat has required a vet's attention or if you extended your booking) then please note that we will not release a cat until payment has been made in full and any additional days will be added to your final bill. We reserve the right to charge interest at a daily rate of 4% above Barclays Bank Plc's base rate for any late payments. Without prejudice to any of our other rights, if any charges remain unpaid for more than 4 weeks, we reserve the right to dispose of your cat by way of sale at any time thereafter and to retain the net proceeds of any sales in part of full settlement of the unpaid charges.

6.4 **Where to find the price for the services.** The price of the boarding and any available additional services will be the price set out in our price list in force at the date of your booking unless we have agreed another price in writing. We take all reasonable care to ensure that the prices of services advised to you are correct. However please see clause 6.6 for what happens if we discover an error in the price of the services you booking.

6.5 **Our prices exclude VAT.** The prices stated in our price list exclude VAT and we will charge VAT in addition to the advertised charges.

6.6 **What happens if we got the price wrong.** It is possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your booking so that, where the service's correct price at your booking date is less than our stated price at your booking date, we will charge the lower amount. If the service's correct price at your booking date is higher than the price stated in our price list, we will contact you for your instructions before we accept your booking. If we accept and process your booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel your booking, refund you any sums you have paid and not perform the services.

7. YOUR RIGHTS TO CANCEL YOUR BOOKING

7.1 **You can always cancel your booking before it has been paid for.** You may contact us at any time to cancel your booking for the services, but in some circumstances we may charge you certain sums for doing so, as described below.

7.2 **What happens if you have good reason for cancelling your booking.** If you are cancelling your booking for a reason set out at (a) to (c) below the contract will end immediately and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are:

- (a) we have told you about an error in the price and notified you of the correct price and you do not wish to proceed;
- (b) there is a risk the services may be significantly delayed because of events outside our control; and
- (c) you have a legal right to cancel your booking because of something we have done wrong.

7.3 **What happens if you cancel your booking without a good reason.** Unless you have a right to cancel your booking immediately (see clause 7.2), we will require at least 2 weeks' notice before your scheduled arrival date if you wish to cancel your booking. For example, if your arrival date is 21 December you need to tell us you want to cancel your booking on 7 December the latest. We will refund any advance payment you have made (minus the deposit) for the days you have booked but haven't used but we reserve the right to deduct the price for the first day from any refund if the cancellation is made last-minute.

8. OUR RIGHTS TO CANCEL YOUR BOOKING

8.1 **We may cancel your booking if you break the contract.** We may cancel your booking at any time by writing to you if:

- (a) you do not make any payment to us when it is due (including the deposit) and you still do not make payment within 7 days of us reminding you that payment is due;

- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, a valid and up-to-date vaccination certificate; and
- (c) we think that, in our reasonable opinion, you have not complied with the requirements set out in clause 4.3.

8.2 **You must compensate us if you break the contract.** If we cancel your booking in the situations set out in clause 8.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you the equivalent of the price for one day's stay as compensation for the net costs we will incur as a result of your breaking the contract.

9. IF THERE IS A PROBLEM WITH THE SERVICES

9.1 **How to tell us about problems.** If you have any questions or complaints about the services, please contact us. You can contact us by telephoning us on 01275 833 049 or by email office@cleracres.co.uk.

9.2 **Summary of your legal rights.** See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- a) 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.
- b) if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

10. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

10.1 **We are responsible to you for foreseeable loss and damage caused by us up to £20,000. We are not responsible for any loss or damage that is not foreseeable or that is not caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable or that is not caused by us. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. We have obtained insurance against loss or damage for which we are legally responsible of up to an amount not exceeding £20,000 in respect of any one animal. We will not accept liability above £20,000.

- 10.2 **Your responsibility to insure for excess.** We have obtained insurance against loss or damage for which we are legally responsible of up to an amount not exceeding £20,000 in respect of any one animal. It is your responsibility to insure against any loss or damage in excess of £20,000.
- 10.3 **We are not responsible for loss and damage caused by cat flu, feline enteritis or feline leukemia.** We have not been able to obtain insurance at a commercially viable price against loss and damage caused by cat flu, feline enteritis or feline leukemia where the cat has not been vaccinated against those diseases. It is your obligation (pursuant to clause 4.3(c)) to ensure that your cat is vaccinated against cat flu, feline enteritis and feline leukemia. We are not responsible for any loss or damage caused by cat flu, feline enteritis and feline leukemia where your cat does not have up to date vaccination against those diseases.
- 10.4 **You are responsible for any property that you leave at the cattery.** We will aim to take reasonable care to safeguard any property that is left with us but we do not have specific safe storage facilities for your property. If you wish to leave any property at the Cattery, such as blankets, collars, leashes or containers, you must do so at your own risk and we do not accept any liability for any lost or damaged property. We strongly recommend that you do not leave anything valuable at the Cattery and that you clearly tag/label any property that you leave at the Cattery.
- 10.5 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services as summarised at clause 9.2.
- 10.6 **We are not liable for business losses.** We only supply the services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we will use your personal information. We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website or you can request it from us by emailing office@cleracres.co.uk.

12. THE CATTERY AND SOCIAL MEDIA

We may post pictures and videos of your cat on social media or our website. We have a website and operate a Facebook account. We may also have accounts on other social media platforms from time to time. We may from time to time post pictures and videos of the cats staying in the Cattery on our website and social media accounts to promote the business of the Cattery. By entering into these terms and conditions

you are deemed to have consented to us posting pictures and videos of your cat unless you inform us otherwise.

13. OTHER IMPORTANT TERMS

13.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation, for example if we sell our business or merge with another entity. We will always tell you in writing if this happens and we will do what we reasonably can ensure that the transfer will not affect your rights under the contract.

13.2 **You may not transfer your rights under this agreement to anyone else.** You may not transfer your rights or your obligations under these terms to another person without our prior written consent. We may withhold our consent for any reason and we do not have to provide a reason for withholding our consent.

13.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

13.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

13.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.