



TERMS AND CONDITIONS

1. Relationship and Responsibilities

It is expressly understood that the Owner retains the services of the Animal Elves Sitter/Walker as an Independent Contractor and not as an employee. The Sitter/Walker shall be responsible for his/her insurance and all statutory declarations and payments with regard to income tax and VAT where applicable. Animal Elves undertakes to perform the agreed-on services in an attentive, reliable and caring manner and the Owner undertakes to provide all necessary information to assist in this performance.

The Sitter/Walker undertakes to notify the Owner of any occurrence pertaining to the pet which may be relevant to the care and well-being of the pet.

The Sitter/Walker shall not be obliged to perform any other duties except those specified and agreed to on the Pet Services agreement form.

DOG SPECIFIC – The Sitter/Walker will supply and be equipped with a scooper and waste bags and will duly remove the dog's faeces from all public places. The Sitter/Walker reserves the right to walk other compatible dogs at the same time but undertakes to limit the number of dogs walked with one person to 2 (two) and only after the Owner has met the other dog and given consent.

The Owner will provide suitable harnesses, collars and leads as approved by the Sitter/Walker as well as coats or muzzles if required.

2. Compensation

The Sitter/Walker shall be paid the amount agreed on the Pet Services agreement form and no deductions shall be made for late departure or early return of the Owner, unless it affects other clients of the Sitter/Walker.

Additional fees may include the purchase of necessary items for the care of the pet(s), including but not limited to pet food, litter or cleaning supplies, transportation, unexpected visits and emergency expenses for health care. The Sitter/Walker shall retain and submit receipts as proof of additional expenses.

HOUSE SITTING, PET SITTING + PET BOARDING SPECIFIC – a deposit of 50% will be required 10 days before any pet is due in for boarding, pet or house sitting. The final 50% will be due upon completion of the boarding, pet or house sitting and must be paid within 5 days.

3. Duration

The pet sitting, house sitting and pet boarding duration will be outlined, agreed and signed by the Owner on the Pet Services agreement form prior to the services taking place.



The duration may be extended if requested by the Owner and if able to be accepted by the Sitter.

The onus shall be on the Owner to confirm his/her return and his/her availability to resume care of the property and pet(s) prior to or on the last day of this contract term failing which the Sitter may perform additional visits in the interest of the pet(s) at the appropriate additional charge.

4. Cancellation or Termination

Either party may terminate the Pet Services agreement for Boarding, House Sitting or Pet Sitting a minimum of 72 (seventy two) hours prior to the first scheduled visit without incurring penalties or damages. Either party may terminate the Pet Services agreement for Dog Walking a minimum of 24 (twenty four) hours prior to the first scheduled visit without incurring penalties or damages.

Failure by the Owner to cancel by giving the minimum notice outlined above required or any cancellation will result in a 50% cancellation fee of the total amount due (or the 50% deposit given being kept), unless such cancellation is caused by severe weather, death in the family or a medical emergency.

Where the Sitter/Walker as sole proprietor needs to cancel later than 72 hours prior to the Owner's departure due to unforeseen circumstances, he/she may appoint a substitute with the written approval of the Owner and any difference in the fees charged shall be for the account of the Sitter.

Should any pet become aggressive or dangerous, the Sitter/Walker may:

- 4.1. Arrange with the pet's Guardian to assume responsibility for the pet until the Owner's return;
- 4.2. Place the pet into a kennel or animal care facility at the Owner's expense if the Guardian is unable or unwilling to assume responsibility for the pet.
- 4.3. In either event as described in 4.1. and 4.2. above, this contract shall be deemed terminated unless the Sitter/Walker agrees to continue with other home caring duties and/or caring for other listed pets at no reduction in compensation.
- 4.4. Any wrongful or misleading information in the Owner's Information or Pet Information sheets may constitute a breach of terms of this Pet Services agreement form and be grounds for instant termination thereof.
- 4.5. Termination under the circumstances described in 4.3 or 4.4 above shall not entitle the Owner to any refunds nor relief of any outstanding payments due.



5. Liability

The Sitter/Walker will carry liability insurance relative to the services performed for the Owner. A copy of the insurance policy can be made available to the Owner upon request.

The Sitter accepts no liability for any breach of security or loss of or damage to the Owner's property if any other person has access to the property during the term of this agreement. The Owner shall be liable for all medical expenses and damages resulting from an injury to the Sitter caused by the pet as well as damage to the Owner's property.

The Sitter shall not be liable for any mishap of whatsoever nature which may befall a pet or caused by a pet who has unsupervised access to the outdoors. The Sitter is released from all liability related to transporting pet(s) to and from any veterinary clinic or kennel, the medical treatment of the pet(s) and the expense thereof.

DOG WALKING SPECIFIC – The Sitter shall not be liable for any loss/damage to dog if Owner has stipulated they wish them to be walked off lead.

6. Indemnification

The parties agree to indemnify and hold harmless each other as well as respective employees, successors and assigns from any and all claims arising from either party's wilful or negligent conduct.

7. Emergencies

In the event of an emergency, the Sitter shall contact the Owner at the numbers provided to confirm the Owner's choice of action. If the Owner cannot be reached, the Sitter is authorized to:

- 7.1. Transport the pet(s) to the listed veterinarian;
- 7.2. Request on-site treatment from a veterinarian;
- 7.3. Transport the pet(s) to an emergency clinic if the previous two options are not feasible.

The above terms are agreed to by the Owner signing the Veterinary Consent form.

8. Security

The Sitter/Walker warrants to keep safe and confidential all keys, remote control entry devices, access codes and personal information of the Owner and to return same to the Owner at the end of the contract period or immediately on demand.

9. Relaxation of Terms



No relaxation, indulgence, waiver or release by any party of any of the rights in terms of the Pet Services agreement on one occasion shall prevent the subsequent enforcement of such rights and shall not be deemed to be a waiver of any subsequent breach of any of the terms.

10. Whole Agreement

The Pet Services agreement form, Pet Information sheet(s) and the Veterinary Consent form constitute the sole and entire agreement between the parties with regard to the subject matter hereof and the parties waive the right to rely on any alleged expressed or implied provision not contained therein. By signing the Pet Services agreement form, the Owner is agreeing to all listed Terms and Conditions outlined here. Any alteration to the agreement must be in writing and signed by both parties.

11. Assignment

No party may assign any of its rights or delegate or assign any of its obligations in terms of this Pet Services agreement without the prior written consent of the other party, except if inclement weather or a bona fide emergency prohibits the Sitter/Walker from fulfilling his/her duties in which event the pet's Guardian or a nominated alternative Sitter/Walker (who will be approved by the Owner) may be called upon to care for the pet(s).

12. Binding Effect

The terms of the Pet Services agreement form shall be binding upon and accrue to the benefit and be enforceable by either party's successors, legal representatives and assigns.

13. General

The parties agree that any or all parts of this agreement may be submitted to the other party in legible and recordable electronic form and upon acknowledgement of receipt by the receiving party shall become valid parts of the agreement.

Paragraph headings are for convenience of reference only and are not intended to have any effect in the interpretation or determining of rights or obligations under this agreement.