

## 1. **THESE TERMS**

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply our services to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your booking with us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, 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 Debonair Dogz, a trading style of Deborah Ramirez, a sole trader. Our address is Unit 1 & 2 East Devon Business Park, Wilmington, Devon, EX14 9RL.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01404 831438 or by writing to us at [lovegrooming@debonairdogz.co.uk](mailto:lovegrooming@debonairdogz.co.uk).
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when you make a booking.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes post and email but not fax.

## 3. **OUR CONTRACT WITH YOU**

- 3.1 **How we will accept your booking.** Our acceptance of your booking will take place when we confirm your booking with you, 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, we will inform you of this and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the service or because we are unable to meet a date you have specified.

## 4. **PROVIDING OUR SERVICES**

- 4.1 **Appointment confirmation.** During the booking process we will agree a time, date and price for your appointment.
- 4.2 **We are not responsible for delays outside our control.** If the supply of our services are delayed by an event outside our control (e.g. snow, ice, power outage) then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. We will not be liable for delays caused by the event, but if there is a risk of substantial delay you may end the contract.
- 4.3 **Delivery by you.** If you wish to deliver and collect your dog from our premises, we request that you arrive with your dog 5 - 10 minutes before your appointment is due to begin. We will provide you with an estimated time of collection when you deliver your dog.
- 4.4 **Collection by you.** We request that you collect your dog within the timeslot that has been allocated to your dog and leave your dog with us no longer than 4 hours from dropping off unless this has been prearranged with us or an emergency has arisen. Please contact us should you be delayed or find yourself unable to collect your dog at the arranged time.

- 4.5 **What will happen if you do not give required information to us.** We may require certain information from you so that we can supply the services to you, for example, any medical or health conditions your dog may have, we will request this information at the time of booking. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 12.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work or specialist products that are required as a result. We will not be responsible for supplying the services late or not supplying any part of the service if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 4.6 **Our treatments.** We will complete certain treatments at your request, including but not limited to, ear hair removal and external anal gland expression. Where you have requested these services we will use due care and attention to avoid any potential issues, however there is a possibility that these treatments could result in irritation or infection. We are not liable for any irritation, infections or further remedial action that may be required as a result of such treatments.
- 4.7 **Reasons we may suspend the supply of services to you.** We may have to suspend the supply of a service:
- 4.7.1 to deal with technical problems or make minor technical changes;
  - 4.7.2 to update the service to reflect changes in relevant laws and regulatory requirements;
  - 4.7.3 to make changes to the service as requested by you or notified by us to you;
  - 4.7.4 if we discover any health conditions or skin irritations that you may be unaware of and may be made worse should we continue with the requested service; and
  - 4.7.5 if your dog appears to be unfit to continue with the service requested at which point we will contact you.

## 5. **COLLECTION AND DELIVERY SERVICE**

- 5.1 **Our collection and delivery service.** We provide a collection and delivery service for your dog(s), which is carried out by an employee.
- 5.2 **How to book our collection and delivery service.** If you require collection and delivery, please specify this service when you place your booking and we will confirm costs which are dependant on the mileage and time incurred. This service is offered on a first come first serve basis and as such we cannot guarantee availability prior to booking.
- 5.3 **If you are not at home when we attempt to drop off your dog.** If no one is available at your address when we attempt to drop your dog off we will return your dog to our premises and you will be required to collect them as soon as possible and in any event before the end of the business day (being 5.30pm on Mondays, Tuesdays, Wednesdays, Fridays and alternate Thursdays and 5pm on alternate Saturdays).
- 5.4 **If you do not allow us access to provide services.** If you are not in or do not answer the door for us to collect your dog as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 12.2 will apply.

## 6. **PRICE AND PAYMENT**

- 6.1 **Where to find the price for the service.** The price of the service requested will be confirmed with you during the booking process. The price is dependant of the breed of dog, time to be incurred and any special requests or issues that may need to be accommodated.
- 6.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the service, we will adjust the rate of VAT that you pay, unless you have already paid for the service in full before the change in the rate of VAT takes effect.
- 6.3 **When you must pay and how you must pay.** We accept payment by cash and all major debit and credit cards. We do not accept cheques. If you are collecting your dog from our premises, you must pay upon collection. If you have booked our collection and delivery service, you must pay when your dog is delivered back to you after the service has been completed.

## 7. **MAKING CHANGES TO YOUR BOOKING AND CANCELLATION**

- 7.1 **Requesting changes to your booking.** If you wish to make a change to your booking please contact us and we will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the service, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 10 - Your rights to end the contract).
- 7.2 **When and how to cancel.** Should you need to cancel your appointment, we ask that you contact our customer service team at least 48 hours before your booking is due to begin on 01404 831438.
- 7.3 **Missed appointment.** If you miss an appointment without letting us know, we reserve the right to charge up to 50% of the total cost quoted at the time of placing your booking.

## 8. **OUR RIGHTS TO MAKE CHANGES**

- 8.1 **Changes to the services.** We may change the service:
- 8.1.1 reflect changes in relevant laws and regulatory requirements e.g. health and safety; and
  - 8.1.2 implement minor technical adjustments and improvements, for example replacing are grooming product with another. These changes will not affect the service provided.

## 9. **DISCLAIMERS**

**We reserve the right to require that you sign a disclaimer.** This is for reasons including, but not limited to, your dog displaying certain behaviours or skin/coat conditions that require particular treatment. Should we consider it necessary to issue you with a disclaimer we will discuss the same with you. All such disclaimers are annexed to these terms and conditions for your reference.

## 10. **YOUR RIGHTS TO END THE CONTRACT**

- 10.1 **You can always end your contract with us.** Your rights when you end the contract will depend on a number a factors:

- 10.1.1 **If the service we provide is faulty or misdescribed you may have a legal right to end the contract** (or request that a service is re-performed or to get some or all of your money back), **see** clause 13;
- 10.1.2 **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 10.2;
- 10.1.3 **In all other cases (if we are not at fault and there is no right to change your mind), see** clause 10.5.

10.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 10.2.1 to 10.2.5 below the contract will end immediately and you may also be entitled to a partial refund of any monies paid. The reasons are:

- 10.2.1 we have told you about an upcoming change to the service or these terms which you do not agree to;
- 10.2.2 we have told you about an error in the price or description of the service you have booked and you do not wish to proceed;
- 10.2.3 there is a risk that the supply of our services may be significantly delayed because of events outside our control;
- 10.2.4 we have suspended supply of the services for technical reasons, or notify you we are going to suspend them for technical reasons; or
- 10.2.5 you have a legal right to end the contract because of something we have done wrong.

10.3 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of services, once these have been completed.

10.4 **How long do I have to change my mind?** You may change your mind up to 48 hours before the appointment time as confirmed at the point of booking.

10.5 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 10.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

## 11. **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

**Tell us you want to end the contract.** To end the contract with us, please let us know by contacting our customer services on 01404 831438 or email us at [lovegrooming@debonairdogz.co.uk](mailto:lovegrooming@debonairdogz.co.uk). Please provide your name, details of the booking and, where available, your phone number and email address.

## 12. **OUR RIGHTS TO END THE CONTRACT**

12.1 **We may end the contract if you break it.** We may end the contract for services at any time by writing to you if you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the service, for example, medical and health conditions of your dog.

12.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 12.1 we may charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

### 13. **IF THERE IS A PROBLEM WITH THE SERVICES**

13.1 **How to tell us about problems.** If you have any questions or complaints about the services, please contact us. You can telephone our customer service team at 01404 831438 or write to us at [lovegrooming@debonairdogz.co.uk](mailto:lovegrooming@debonairdogz.co.uk). Alternatively, please speak to our Grooming Co-ordinators at our salon.

13.2 **Summary of your legal rights.** We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the service. 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](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If your product is **services**, for example dog grooming, 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.

### 14. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

14.1 **We are responsible to you for foreseeable loss and damage 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. 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 booking process.

14.2 **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, for fraud or fraudulent misrepresentation, for breach of your legal rights in relation to the services as summarised at clause 13.2 and for defective services under the Consumer Protection Act 1987.

### 15. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

**How we may use your personal information.** We will only use your personal information as set out in our [privacy policy](#).

16. **OTHER IMPORTANT TERMS**

- 16.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 16.2 **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.
- 16.3 **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.
- 16.4 **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 and it will not 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.
- 16.5 **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. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.