

ABSOLUTELY PRECIOUS PAWS LTD AGREEMENT FOR SUPPLY OF SERVICES

1. INTRODUCTION

- 1.1 This Agreement applies to all services to be supplied by Absolutely Precious Paws Limited or its Contractor & Assigns ("we", "our" and "us") to you ("you" and "your").
- 1.2 This Agreement constitutes the entire agreement between you and us and prevails over all other previous or contemporaneous, oral or written agreements, unless otherwise expressly agreed to in writing and signed by you and us.

2. SUPPLY OF SERVICES

- 2.1 We undertake to visit your home at the address specified by you in the Client Detail Form for the purposes specified.
- 2.2 The following are not included in our fee:
- (a) Any additional time and cost involved due to accident or illness of your pet/s; and/or
- (b) Additional purchases necessary (e.g. food or cat litter) to enable us to satisfactorily perform our services in terms of this Agreement.
- 2.3 You confirm that our fees for any additional services to be provided by us have been disclosed to you and that you have accepted those fees.
- 2.4 You will pay our account at the initial interview or as otherwise may be agreed.
- 2.5 If you do not pay our account when due, we will be entitled to add a service fee of 2% per month to our account, calculated daily on the amount owing and all collection costs incurred by us in recovering any overdue monies owing by you, until we receive payment of the amount outstanding in full.

3. DURATION AND KEYS

- 3.1 This Agreement will come into effect at the time of our first visit to your home in terms of this Agreement and will terminate upon completion of our last visit to your home.
- 3.2 You will let us have a key to your home prior to this Agreement coming into effect. If you have an alarm system installed in your home, you will let us have a temporary code to disable the system with every visit to your home. We undertake to enable the system after every visit to your home.

4. YOUR WARRANTIES AND INDEMNITIES

- 4.1 You indemnify us against all damage and liabilities arising of whatsoever nature during the term of this Agreement and caused by your pet/s, persons visiting your home or any other cause whatsoever, except damage and liabilities arising from our negligence or willful misconduct.
- 4.2 You warrant that your pet/s are in good robust health unless you advise otherwise.
- 4.3 You agree that any claim against us arising from supply of our services in terms of this Agreement shall not exceed the value of our services in terms of this Agreement.
- 4.4 Nothing in this Agreement is intended to contract out of the provisions of the Consumer Guarantees Act 1993, except to the extent permitted by the Act.
- 4.5 Precious Paws does not condone every other day visits. I understand that by agreeing to such service, I hold harmless Precious Paws and it's representatives from any problems that may arise from such an arrangement. This includes the health of the pet, and the condition of the home. I hereby release Precious Paws from any claims resulting in injury to my pets and damage to my home, including claims of negligence.

5. BEHAVIOUR

- 5.1 In the event that your pet/s (or any of them) become a threat to our safety due to aggressive behavior, a threat to other animals or a general nuisance by barking or in any other way you authorize us to place the pet/s behaving in such a way in a kennel of our choice if we are unable to contact you telephonically to agree on an alternative arrangement.
- 5.2 In such an instance you will be responsible for all costs payable to the kennel.
- 5.3 You also understand that this Agreement will be terminated if your, or all of your, pet/s have to be placed in a kennel and that you will from then onwards have to deal with the kennel directly about your pet/s.

6. OUR UNDERTAKING

We shall provide our services as agreed upon in this Agreement in a kind, reliable and trustworthy manner.

7. SEVERABILITY

If any part, term or provision of this Agreement is found to be unenforceable or rendered to be ineffective, then such provision shall be severed without affecting the enforceability of the rest of this Agreement.

8. WAIVER

If we exercise or fail to exercise any right or remedy available to us in terms of this Agreement, this shall not prejudice our rights in exercising that or any other right or remedy unless expressly waived by us in writing.

9. ACCEPTANCE

You agree to be bound by the terms of this Agreement and the Absolutely Precious Paws Limited Policies and Procedures by completing and transmitting this form to Absolutely Precious Paws Limited by this Agreement.

Precious Paws Limited or its Contractor & assigns:

Name: _____ Signature: _____

Date: _____

Client

Name: _____ Signature: _____

Date: _____