

The Pet Sitting Co. LLC

(Hereinafter referred to as "the Company")

CN- 2862810

89 Al Mudwi, Ste 210
Ali and Son's Business Centre
Abu Dhabi, UAE



Noteable updates

Service Charges

Meet and Greet

Registration Fee

Late Booking Fee

Key Control

Terms of Service and Policies

Whereas the Customer wishes to engage the Company and the Company agrees to undertake the services under the terms and provisions defined in this Pet Sitting Agreement as well as the information provided in the Company's online data management system, Pet Sitter Plus, (hereinafter referred to as "the system") and the Veterinary Release Form which shall all become part of this Agreement. Any reference to pets in this agreement shall refer to those specified in the system and on the Veterinary Release Form.

Relationship and Responsibilities

It is expressly understood that the Customer retains the services of the Company and its employees on a contractual basis and that all employees are subject to their contractual obligation to The Pet Sitting Co. LLC. The Company shall be responsible for all insurances and declarations and payments regarding income tax and VAT where applicable and as required by law.

The Company undertakes to perform the agreed-on services in an attentive, reliable and caring manner and the Customer undertakes to provide all necessary information to assist in this performance. This includes but is not limited to updating information in the system, providing records of microchips, vaccines and providing necessary and adequate supplies for the care of the pets while under the Company's care.

Communication

All communication between the Company, its employees, and the Customer should be conducted exclusively through official channels, i.e. company Whatsapp, email, and social media channels.

Company employees are strictly forbidden to communicate with the customer outside of official channels for the mutual protection of all involved parties.

Communication with administrative and support staff can be done through our official email addresses (@thepetsittingco.ae), by phone to +971 52 854 5674 or via Whatsapp to the same number.

Payment Terms, Pricing and Scheduling

The Company will provide, through the system and on their webpage <http://www.thepetsittingco.ae> an updated and complete list of services and their current prices. All prices are subject to change. However, once an ad hoc appointment is scheduled and deposit is received, the price is set. Price changes for repeat appointments will be subject to 30 days notice.

A one-time registration charge as listed in the services menu is applied to all new customers registering in PSP which is billable on the first issued invoice. This charge includes a meet and greet, key pickup, and all related administrative requirements.

To arrange dates of service, the Customer must submit a request to the Company via PSP or official communications no less than 48 hours in advance and supply a 50% deposit to cover all the pre-arranged dates. The Company gives no warranty, express or implied, of availability or agreement to perform services without said deposit and request approval in the system.

While it is advised to request dates of service at your earliest convenience to ensure availability, services should be requested a minimum of 48 hours in advance. Services not scheduled 48 hours in advance are subject to a “Last Minute Booking” fee as listed in our services menu.

Additional costs may include the purchase of necessary items for the care of the pet(s). This includes, but is not limited to, pet food, litter or cleaning supplies, transportation, unexpected visits and emergency expenses for health care. The Company shall retain and submit receipts as proof of additional expenses to be reimbursed by the Customers upon completion of services and no later than 3 days after the scheduled pre-agreed dates.

Security and Key Control

The Company holds a "no shared responsibility" policy. This means that while the pet(s) are under the care and custody of the Company, no other individual can be responsible for the pet(s), whether hired or by favor, other than the owners. The exception to this rule is domestic employees directly under the sponsorship of the Owners and other members of the residence where the pet also resides.

The Company warrants to keep safe and confidential all keys, remote control entry devices, access codes, and personal information of the Customer and to return the same to the Customer at the end of services if pre-arranged or to return or make the keys available at the office within 48 hours of the request. Pick up or return of keys outside of normal visits incurs a charge as listed on the services menu.

The company retains the right to make secondary copies of the key to keep secure at the company premises to be used in the event of an emergency. If the customer wishes to be exempted from secondary copies of keys, the customer should provide, at their own expense, a key lockbox to be hung on their door-knob or installed adjacent to their main door.

Keys must be received directly from the customer or building employees such as reception, concierge, or security personnel. The company is not responsible for keys left in "hiding places" or "under the doormat" for employee retrieval. During the agreed dates of service, employees of the company will not leave keys in unsecured hiding locations: under the mat or behind a planter, for example. Keys will only be returned directly to the owner or via building personnel who must sign for the keys.

For the safety of the pets, and in case of delayed owner return, the employees will not leave keys behind in residences with automatically locking doors.

The company and all related employees accept no liability for any breach of security or loss or damage to the Customer's property, including theft of pets, due to unlawful and unauthorized entry of third parties.

Any individuals with authorized or potential access to the customer's residence during the agreed dates of service should be disclosed to the company, regardless of their purpose. **Failure to disclose access by other parties constitutes a breach of terms of this agreement and is grounds for instant termination.** Disclosure of access by other parties can be made in writing to welovepets@thepetsittingco.ae or +971 52 854 5674 and should be listed in the owner's profile in our appointment management system, <https://0405thepetsittingco.petsoftware.net/clientportal>.

Cancellation and Agreement Termination

The minimum notice for customer-initiated cancellation for repeating scheduled appointments is 24 hours.

The minimum notice for customer-initiated cancellation for one-off and holiday period bookings is 72 hours. Cancellations with less than 72 hours notice prior to the first day of the booked period will be charged in full. Deposits for one-off and holiday period bookings are non-refundable in the case of Customer initiated cancellations, regardless of when the company is notified.

If a one-off or holiday period booking is canceled in the case of force majeure, for example: severe weather, death in the family or a medical emergency, deposits and paid balances, or a portion thereof, will be transferred to non-refundable customer credit, subject to the discretion of the management.

The minimum notice for company-initiated cancellation for all types of appointments is 72 hours. Company-initiated cancellation entitles the customer to full refund. The company will endeavor to not cancel at any time except due to force majeure.

“Force majeure” is defined as an extraordinary event or the occurrence of an extreme set of circumstances that is completely beyond the control of the parties to the contract and that makes it impossible for the contract to be fulfilled. Examples include but are not limited to: declaration of war, a disease epidemic, or a hurricane, earthquake, or other natural disaster events that fall under the legal term, “act of God.” These acts of God must make it impossible for one or more of the parties to complete their obligations under this contract.

The company retains the right to replace or reassign sitters as necessary for the safety of the sitters and smooth company operations.

Should any pet become aggressive or dangerous, the Company may arrange with the pet's Guardian to assume responsibility for the pet until the customer's return or place the pet into a kennel or animal care facility at the Customer's expense if the Guardian is unable or unwilling to assume responsibility for the pet.

In either event, as described above, the appointments shall be deemed canceled unless the Company agrees to continue with other home caring duties and/or caring for other listed pets at no reduction in compensation.

Any wrongful or misleading information in the Customer's profile may constitute a breach of terms and be grounds for instant termination of this agreement and cancelation of any future scheduled appointments. Termination under the circumstances of aggressive or dangerous pets, or wrongful or misleading information described above shall not entitle the Customer to any refunds nor relief of any outstanding payments due.

Failure to return

The onus shall be on the Customer 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 service.

Should the Company perform additional visits due to travel delays, failure to return, etc, a surcharge will be applied per visit that is no less than the same surcharge for last minute appointments.

Should the Customer fail to return to care for the pet(s) and cannot be reached, the emergency contact will be asked to step forward and take responsibility for them. If no one comes forth to care for the animals upon completion of the paid dates, the Company shall continue to care for the pets for 7 days. After 7 days, if no responsible party can be reached, the pet(s) will be considered abandoned.

In the case of abandonment as defined here:

The Company will be held harmless in taking the appropriate action for the welfare of the pet(s).

Pet(s) become the property of the Company and may be surrendered to an appropriate welfare organization or shelter for re-homing.

The animal welfare organization or shelter which receives the animal is under no obligation to release the pet(s) or any information about them to the Customer, should they subsequently return.

Medical Emergencies

In the event of a medical emergency, the Company shall contact the Customer at the numbers provided to confirm the Customer's choice of action.

If the Customer cannot be reached before a decision must be made or the situation is immediately life threatening, the Company is authorized to: transport the pet(s) to the listed veterinarian, or request on-site treatment from a veterinarian, or transport the pet(s) to an emergency clinic.

Images and Social Media

The customer acknowledges that the company may use images of their pet on social media. The company will endeavor to avoid photos that reveal any personal information including but not limited to the customer's home location, personal property, and name. If the customer wishes to be exempted from this acknowledgment, they should submit their wish to be omitted from social media postings in writing to amanda@thepetsittingco.ae

Liability

The Company and all related employees assume no liability relative to the services performed for the Customer and at the customer's direction.

The Company and all related employees accept no liability for any breach of security or loss of or damage to the Customer's property if any other person has access to the Customer's property. This includes but is not limited to cleaners, watchmen, gardeners, and other domestic staff.

The company and all related employees accept no liability for any breach of security or loss or damage to the Customer's property due to unlawful and unauthorized entry of third parties.

The Company shall not be liable for any mishap of whatsoever nature which may befall a pet or caused by a pet while unsupervised. The Company shall not be liable for any mishap of whatsoever nature which may befall a pet who is allowed, as per the owner's instructions, access to the outdoors. The Company has a strict policy of indoor and leashed animals only.

The Customer shall be liable for all medical expenses and damages caused by the pet as well as damage to the Customer's property.

The Company 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.

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 willful or negligent conduct.

Relaxation of Terms

No relaxation, indulgence, waiver, or release by any party of any of the rights in these terms of service and policies 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.

Whole Agreement

These terms of service and policies, information recorded in the system, and the Veterinary Release Form constitute the sole and entire agreement between the parties in regard to the subject matter hereof and the parties waive the right to rely on any alleged, expressed or implied provision not contained therein. Any alteration to this agreement must be in writing, updated in the appointment management system Pet Sitter Plus, and digitally signed by the customer.

Assignment

No party may assign any of its rights or delegate or assign any of its obligations in terms of terms and conditions and policies without the prior written consent of the other party, except if inclement weather or a bonafide emergency prohibits the Company from fulfilling his/her duties in which event the pet's Guardian or agreed replacement Company may be called upon to care for the pet(s).

Governing Law

These terms and conditions shall be construed, interpreted, and governed in accordance with the laws of the Emirate of Abu Dhabi and UAE Federal Courts, and should any provision of this Agreement be judged by an appropriate court as invalid, it shall not affect any of the remaining provisions whatsoever.

General

The parties agree that any or all parts of these terms and conditions may be submitted to the other party in legible and recordable electronic form in the appointment management system, Pet Sitter Plus, and upon acknowledgment 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 on the interpretation or determining of rights or obligations under this agreement.

Where appropriate words signifying one gender shall include the other and words signifying the singular shall include the plural and vice versa.

Binding Effect

These terms and conditions shall be binding upon and accrue to the benefit and be enforceable by either party's successors, legal representatives, and assigns and are put into effect with the exchange of services for payment or by digital signature in the company's data management system, Pet Sitter Plus.

Last Updated: 1 February 2023