

**Terms and Conditions:**

1. **Definitions:**

The following words and expressions used in this Agreement shall have the meanings hereinafter respectively assigned to them unless the context shall clearly require namely:

- 1.1. **"Agreement"** shall mean these Terms and Conditions;
- 1.2. **"Pet"** shall mean the dog/cat as enrolled at Sloppy Kisses;
- 1.3. **"Owner"** shall mean the Owner as defined in the enrolment form;
- 1.4. **"Sloppy Kisses"** shall mean Sloppy Kisses (Pty) Ltd, a company duly registered in accordance with the Company Laws of South Africa, with registration number: 2018/482071/07.

2. **Liability:**

- 2.1. The Owner uses the services of Sloppy Kisses at his/her sole risk.
- 2.2. The Owner expressly acknowledges that Sloppy Kisses shall not, in any manner whatsoever and in so far as the law allows, be liable for any loss, injury and/or damages howsoever sustained by any Pet and/or Owner and/or their property arising from any cause whatsoever, including, but not limited to, any negligent act or omission, of Sloppy Kisses.
- 2.3. In the event of a medical emergency, whereby immediate medical assistance is needed, Sloppy Kisses will engage the services of a Veterinary Practice but, the fees, including the costs resulting from a call-out or transport, regardless of how the emergency came about, are to be paid by the Owner. Should Sloppy Kisses need to pay the Veterinary Practice, the Owner will be invoiced by Sloppy Kisses and payment will be due upon presentation of the invoice.
- 2.4. The Owner hereby gives Sloppy Kisses his/her express authorisation to provide their personal information to the Veterinary Practice for purposes of payment.
- 2.4. Sloppy Kisses highly recommends Pet medical aid and/or insurance for the Pet. Should the Pet already be a member of a medical aid and/or insurance the details of which are to be provided to Sloppy Kisses for record purposes. It will however remain the responsibility of the Owner to claim any veterinary expenses incurred for the Pet from such medical aid and/or insurance.
- 2.5. The Owner uses the services of Sloppy Kisses at his/her sole risk.

3. **Incident Report:**

In the event of injury of the Pet, Sloppy Kisses will complete an incident report to be kept on file for records purposes and copy thereof will be handed to the Owner. The Owner confirms that the incident report is no way an admission of any kind.

4. **Permission:**

- 4.1. The Owner hereby consents and provides Sloppy Kisses with the express authorisation to publish photographs of the Pet on Sloppy Kisses' website, advertising and/or media promoting Sloppy Kisses.
- 4.2. The Owner agrees that ownership of the published photographs vests solely in Sloppy Kisses.
- 4.3. For the Pets boarding in the pet hotel, photographs will be loaded to social media in the evening, and no photographs will be sent to individual clients via WhatsApp or email.

5. **Payment:**

5.1. **Daycare:**

- 5.1.1. Payment is due on date the Pet is checked into Sloppy Kisses together with any additional services requested and/or rendered.
- 5.1.2. Full payment of each monthly instalment must be paid to Sloppy Kisses on or before the last working day of every month for which the daycare fees are due, irrespective of holidays, weekends, etc.
- 5.1.3. All electronic payments are to be made into Sloppy Kisses bank account:
  - Account Holder: Sloppy Kisses
  - Bank: First National Bank
  - Branch Code: 256755
  - Account Number: 62781711380
  - Reference: Surname and Pet's name
  - Proof of payment to be sent to [info@sloppykisses.co.za](mailto:info@sloppykisses.co.za)
- 5.1.4. Cash payments must be made at the offices of Sloppy Kisses in order to avoid high costs of bank charges.
- 5.1.5. Please note we do not run accounts, and that invoices are due on presentation of your invoice. (Interest is charges at 3% per month, or part thereof).

5.2. **Accommodation:**

- 5.2.1. A 50% non-refundable deposit is required at the time of making the booking in order to secure the booking.
- 5.2.2. The remaining 50% of the accommodation is due 1 (one) month prior to arrival.
- 5.2.3. In the event of a cancellation, the remaining 50% shall be payable unless such cancellation is made 1 (one) month or more prior to the check-in date.
- 5.2.4. Booking will only be confirmed upon receipt of full payment.
- 5.2.5. Should the Pet check-out earlier than as booked, the Owner will not be refunded for the days the Pet did not board.
- 5.2.6. Check-out is strictly between 09h00 and 09h30, alternatively the Pet can stay and play (late check out), for an additional cost, to be collected strictly between 16h00 and 16h30. Stay and Play (late check out) is made by way of prior arrangement.

5.2.7. Any additional costs incurred must be paid at the time of check-out.

5.2.8 Booking amendments: We allow for 1 change to be made per booking at no additional charge, thereafter an additional charge of R150.00 admin fee will be added per change.

5.3. Daycare Fees, Accommodation fees and grooming fees shall be subject to an annual increase, which shall generally be affected in January of each year.

**6. Additional Costs:**

6.1. In the event of the Owner failing to submit proof of flea and tick prevention, Sloppy Kisses will provide treatment on arrival at an additional fee, which the Owner agrees to pay.

6.2. Should any treatment be needed by the Pet, Sloppy Kisses will first inform the Owner of such treatment, the costs of which the Owner agrees to pay, alternatively, the Owner shall immediately collect the Pet and attend to the necessary treatment.

**7. Collection:**

<u>Daycare operating hours</u>	<u>Hotel Operating hours</u>
Monday to Friday, 07h00 – 17h30 Closed Weekends/Public holidays. *We allow for early morning drop off from 6:30am, Monday to Friday, for daycare by arrangement.	Monday to Saturday Check-in/out: 09h00 – 9h30 or late check out (stay & play) 16h00 – 16h30 *at an additional fee Closed for drop offs on Sunday's & public holidays – only open for collections 4pm – 4:30pm
<p style="text-align: center;"><u>Weekends by appointment only</u></p> <p><b>SLOPPY KISSES DAYCARE IS CLOSED ON ALL PUBLIC HOLIDAYS AND FOR 7 WORKING DAYS OVER THE FESTIVE SEASON IN DECEMBER EACH YEAR.</b></p> <p><b>All days missed due to public holidays or Sloppy Kisses being closed, can be caught up within 30days. If you do not bring your pet in on the correct day, you will forfeit the day.</b></p>	

7.1. The Owner undertakes to collect the Pet at the scheduled times or on the times registered in the Pet registration. Any Pets that have not been collected at Closing Time shall be subject to a late pickup fee, at the discretion of Sloppy Kisses.

7.2. In the event that the owner will be unable to adhere to the scheduled collection times, the Owner shall make the necessary arrangements for an alternate responsible person to collect the Pet. The Pet will only be returned to the Owner, unless prior arrangements have been made with

Sloppy Kisses for the Pet to be collected by someone else. Proof of identity will need to be provided before the Pet is released.

- 7.3. In the event of your Pet not being collected by 18h00, Sloppy Kisses will make comfortable arrangements for the Pet to board overnight in the hotel and the owner will be charged boarding rates together with any costs of food provided.
- 7.4. Sloppy Kisses offers collection and drop-off services at an additional charge as displayed on the website ([www.sloppykisses.co.za](http://www.sloppykisses.co.za)).
- 7.5. Should the Owner utilise the collection and drop-off services, the Owner must ensure that gate codes (if applicable) are sent to Sloppy Kisses before 07h00 on the day of collection.
- 7.6. Collections and drop-offs will be done between 07h00 and 17h00 daily.
- 7.7. The drivers for collections and drop-offs will be rotated from time to time without notice to the Owner.
- 7.8. Should the Owner elect to use the collection and drop-off services but such collection or drop-off cannot be performed, due to no one being home or able to hand-over and/or receive the Pet, the driver shall return to Sloppy Kisses and the Owner acknowledges that he/she shall be billed accordingly.

#### 8. **Abandonment:**

- 8.1. Should the Owner fail and/or neglect to collect their Pet from Sloppy Kisses at the scheduled collection time for whatsoever reason, the Owner will be liable for all costs of boarding and feeding the Pet from the scheduled date of collection to the actual date of collection.
- 8.2. In the event of the Pet being left at Sloppy Kisses for a period longer than 48 (forty-eight) hours and the Owner has failed to make alternate arrangements, the Owner will be deemed to have abandoned the Pet and Sloppy Kisses reserves the right to take the necessary steps without further notice to the Owner. The Owner will at all times remain liable for the costs incurred.

#### 9. **Power Breeds: (All "Bully Breeds" – Pitbulls, Staffies, Rottweiller, Doberman, etc.)**

- 9.1. Sloppy Kisses welcomes all breeds, with the exception of power breeds.
- 9.2. All dogs are to be assessed by Sloppy Kisses upon enrolment or as deemed necessary by Sloppy Kisses, at an additional cost to the owner.
- 9.3. Sloppy Kisses reserves the right, in its sole discretion, to terminate the Agreement and/or enrolment.

#### 10. **Boarding**

##### 10.1. **Food**

- 10.1.1. The Owner is required to provide the Pet with food for the duration of the Pet's stay.
- 10.1.2. If the food is finished before check-out, Sloppy Kisses will purchase extra food from Sloppy Kisses' Deli, the cost of which will pay be paid by the Owner at check-out.

- 10.1.3. **Each meal is to be supplied in a zip-lock bag, clearly marked with the Pet's name and the Pet's breed.**

## 10.2. **Medication**

- 10.2.1. Sloppy Kisses will be happy to assist in the administering of medication to the Pet where necessary (ie: tablets / insulin injections / epilepsy injections, etc).
- 10.2.2. **All medication must be supplied in a zip-lock bag, clearly marked with the Pet's name and breed as well as clear instructions on how and when to administer such medication.**

## 10.3. **Personal Items**

- 10.3.1. In order for the Pet's stay to be comfortable, Sloppy Kisses advises the Owner to bring the Pet's personal items (ie; bed, normal food). It is not advisable to bring toys, as Sloppy Kisses cannot guarantee their return or their return in the condition in which they were received.
- 10.3.2. The Owner shall ensure that all personal items are clearly marked with the Pet's name.

## 11. **Undertakings:**

- 11.1. No Pets may attend Sloppy Kisses if the Pet is 'on heat'.
- 11.2. The Owner undertakes to notify Sloppy Kisses of any infectious and/or contagious disease or condition that the Pet has been exposed to or is affected by. No Pet may attend Sloppy Kisses with a contagious illness. The Pet may not return to Sloppy Kisses without first obtaining a clearance certificate from the Pet's veterinary clinic.
- 11.3. The Owner undertakes to keep up to date with the Pet's vaccinations and to ensure that every precaution is taken to ensure the Pet remains infection free. The Owner shall provide Sloppy Kisses with updated copies of the Pet's vaccinations.
- 11.4. The Owner undertakes to ensure that the Pet has a collar with a name tag containing the Pet's name and the Owner's contact number on it.
- 11.5. Sloppy Kisses recommends that all Pets are to be sterilized (neutered/spayed) at 6 months of age.
- 11.6. The Owners shall, at all times, notify Sloppy Kisses any dangers associated with the Pet. Sloppy Kisses does not accept any pets that have a history of aggression or biting.
- 11.7. It is the owner's responsibility to keep Sloppy Kisses up to date with their pet's tick, flea, deworming and annual vaccination records.  
Deworming is to be done monthly  
Tick and flea treatment is to be done monthly/bi-monthly/every 3<sup>rd</sup> month – product dependant.  
Kennel Cough every 6 or 12 months – product dependant.

## 12. **Daycare:**

- 12.1. The Owner acknowledges that Sloppy Kisses is an open daycare and that the Pet will socialise with other pets. The Owner accepts the risks involved

in such socialization and hereby indemnifies Sloppy Kisses against any injuries sustained or illness contracted by the Pet resulting from the Pet's attendance at Sloppy Kisses.

- 12.2. The Owner acknowledges and agrees that should the Pet cause harm to another pet during the Pet's attendance at Sloppy Kisses, the Owner may be liable for any veterinary costs incurred as result thereof.
- 12.3. Any days missed by the Pet as scheduled with Sloppy Kisses due to contagious illness, Sloppy Kisses agrees to provide 'catch up' days within a 30-day period from obtaining the vet clearance certificate to return.
- 12.4. Should the Pet miss a scheduled day for any other reason, such day will be forfeited and will not be eligible to be caught up.
- 12.5. The Owner may terminate the Pet's enrolment at Sloppy Kisses, without reason, provided that one full calendar months' notice is given in writing to Sloppy Kisses ([info@sloppykisses.co.za](mailto:info@sloppykisses.co.za)) and that written acknowledgment of such termination is received from Sloppy Kisses. The Owner shall be liable for the full fees due to Sloppy Kisses until the conclusion of the notice period, as well as any pro rata amount owing in terms of the chosen package.
- 12.6. The Pet's enrolment at Sloppy Kisses in accordance with the designated package shall continue until due notice is given (12.5), irrespective of holidays, sickness, relocation, etc.
- 12.7. Days selected for daycare/hotel may not be swapped. Please ensure that you bring your pet in on the correct day(s) selected.
- 12.8. Should there be a public holiday on the day selected, you will have 30 days in which to catch up the missed day. (Please whatsapp or email the office to book the catch-up day in advance).

### **13. Emergency Medical Authorisation:**

- 13.1. The Owner hereby authorises Sloppy Kisses to act on the Owner's behalf in the event of the Pet needing immediate medical attention.
- 13.2. In the event of a medical emergency, the Owner hereby authorises the Veterinary staff to perform medical and/or surgical treatments necessary to preserve the Pet's life until the Owner can be contacted for further approval and or instruction.
- 13.3. The Owner accepts full responsibility for the treatment the Pet receives as per 13.2 above.
- 13.4. The Owner hereby indemnifies and holds Sloppy Kisses harmless against any costs associated herewith.

### **14. INDEMNITIES**

**The Owner expressly acknowledges that Sloppy Kisses shall not, in any manner whatsoever and in so far as the law allows, be liable for any loss, injury and/or damages howsoever sustained and arising from any cause whatsoever, including, but not limited to, any negligent act or omission by Sloppy Kisses.**

**15. General:**

- 15.1. To the extent that any provision or part of this Agreement is found to be unenforceable, such unenforceability or invalidity of any provision or part of this Agreement will not affect the remaining provisions contained herein and such remaining provisions shall remain of full force and effect.
- 15.2. No alteration, variation or cancellation by agreement of, addition or amendment to, or deletion from this Agreement shall be of any force or effect unless in writing and signed by both parties.
- 15.3. By enrolling the Pet in daycare and/or boarding accommodation, the Owner agrees that he/she has read, understood and accepted the rules, regulations, terms and conditions as set out herein.

**16. Grooming**

- 16.1. All grooming appointments need to be cancelled 24 working hours prior to the appointment to avoid being charged in full.
- 16.2. While every effort is made to groom your pet without any injuries, from time to time there is the occasional nick, especially when badly matted.
- 16.3. Sedation is at an additional fee, and grooming is done at the Olivedale Veterinary clinic.  
Sedation is calculated individually for each pet, depending on their size and weight. (We are only able to give you an estimate).  
For sedation bookings, please do not feed your pet from 10pm the night before.  
Pets that are older may be required to undergo an annual check-up with the veterinarian to evaluate if sedation is possible.
- 16.4. It is recommended that your pet is groomed every 4 to 6 weeks to maintain a healthy happy animal.

Please ensure that you check our website for updates made to the Terms and Conditions.

Regards,

Sloppy Kisses