

Terms and conditions
November 2024



1 - DEFINITIONS AND INTERPRETATION

1.1 In these Terms the following expressions will have the following meanings unless inconsistent with the context:

“Hunters” the Hunters member, details of whom are set out in the Pet form;

“Contract” any contract between Hunters and You for the supply of the Services formed in accordance with clause 2;

“Pet” the Pet (s) or other Pet(s) as specified in the Order;

“Order” the order for the Services as set out in the Hunters order form;

“Pet Form” the pet form and inventory completed by Hunters on the basis of information provided from You in respect of the Pet and agreed with You prior to the Contract being formed;

“Services” is the provision of pet care Services as detailed in the Order

“Terms” the standard terms and conditions of supply set out in this document together with any special terms agreed in writing between Hunters and You.

“You” the person(s) whose Order is accepted by Hunters, and “Your” and “Yours” shall be construed accordingly.

1.2 In these Terms, the masculine includes the feminine and the neuter, and the singular includes the plural, and vice versa as the context admits or requires.

1.3 You may have other rights granted to You by law in addition to those set out in these Terms and Conditions, which we may not exclude. These Terms and Conditions do not affect those other rights granted by law.

2 - FORMATION

2.1 Each Order for the Services will be deemed to be an offer by You to purchase the Services from Hunters upon these Terms.

2.2 You must ensure that the Order is complete and accurate. If You discover that You have made a mistake with the Order please contact Hunters immediately and Hunters will use its reasonable endeavours to take into account such changes (but cannot guarantee that it will do so).

2.3 Hunters acceptance of Your Order will take place when Hunters contact You to accept it, at which point a Contract will come into existence between You and Hunters.

2.4 If Hunters is unable to accept Your Order, Hunters will inform You of this in writing.

2.5 You acknowledge that the Pet form, forms part of the Contract.

3 - SERVICES

3.1 Hunters shall provide the Services for You, in respect of the Pet, between the Collection/ drop off Day and Return Day (as set out in the Order) ("Term").

3.2 Hunters reserves the right at its absolute discretion during the Term to make Revision to the Order. Hunters reserves the right, in its absolute discretion, to revise the Order if:

It is necessary to remove a Pet from a member and place it in such kennels or alternative accommodation (which will be at the Customer's cost); if:

It shows any signs of aggression; or

It behaves in any way which does not conform with the Pet form.

It is necessary to consult a veterinary surgeon regarding the health of any Pet as is considered necessary (which will be at the Customer's cost);

The Term is extended for any reason;

Additional Service(s) are provided during the Term;

4 - PRICE

4.1 The price for the Services is as specified in the Order ("Price") and is exclusive of the cost of any goods or services Hunters is required to purchase for the Pet during the Term (including but not limited to food and veterinary bills and medication).

4.2 Hunters will be entitled to increase the Price if what You need Hunters to do changes, or the amount of Services You ask Hunters to carry out increases or is different from what Hunters and You agreed before Hunters started carrying out the Services or when Hunters carry out the Services, it becomes clear the extent of Services Hunters will need to carry out is different from what Hunters agreed with You before Hunters started carrying out the Services, including as a result of Your instructions or lack of instructions in respect of the Pet.

4.3 Payment for the Services is due, as set out in the Order, which unless otherwise agreed with Hunters, will include the payment of the Price upon the point at which the Contract is made. Payment for any additional costs as specified above is due when the Pet is returned to You.

4.4 Although the right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 does not apply to the Services provided by

Hunters, the Contract may be cancelled by You subject to:

4.4.1 notification by You of the cancellation to Hunters in writing: and

4.4.2 retention by Hunters of the following percentage of any deposit paid in respect of the Contract:

– Cancellation between 42 and 15 days prior to the Collection /drop off Day (as set out in the Order): 50%

– Cancellation 14 or fewer days prior to the Collection / drop off Day (as set out in the Order): 100%

5 - WARRANTIES AND INDEMNITY

5.1 Hunters warrants that the Services will be carried out with reasonable care and skill. Hunters shall, at its option, remedy, repeat, reduce the Price of or refund the Price of Services that do not comply with this clause, provided that You provide Hunters with sufficient written details the nature and extent of the defect.

5.2 You acknowledge that full disclosure by You in respect of the Pet is of the utmost importance in safeguarding the health and welfare of both the Pet, Hunters, any member and third parties. You therefore warrant that:

5.2.1 all information relevant to the provision of the Services has been disclosed in the Pet form;

5.2.2 the Pet has no behavioural problems;

5.2.3 the Pet does not scratch, chew or bite, other than in relation to food;

5.2.4 the Pet has never attacked a human being or another Pet;

5.2.5 the Pet has never been used as a guard Pet, police Pet, for hunting or for any purpose whereby it would be trained to attack;

5.2.6 the Pet is not suffering from any illness which may be transmitted to or cause ill health to humans or other animals;

5.2.7 the Pet is fully vaccinated as recommended by the British Veterinary Association and has been treated against fleas and worms within fourteen days of the Collection/ drop off

Day.

5.3 You agree to indemnify, keep indemnified and hold harmless Hunters from and against all direct, indirect or consequential loss (all three of which terms include, but are not limited to, loss of profits, loss of business, depletion of goodwill and similar loss), liabilities, injuries, damages, claims, demands, proceedings or legal costs and judgements which the member incurs or suffers as a consequence of direct or indirect breach of any of the provisions of clause 5.2.

6 - LIMITATION OF LIABILITY

6.1 Hunters does not exclude its liability (if any) to You for personal injury to or death of humans resulting from Hunters negligence, fraud or fraudulent misrepresentation or for any matter for which Hunters may not exclude or to attempt to exclude its liability.

6.2 Hunters is responsible to You for foreseeable loss and damage caused by Hunters. If Hunters fail to comply with these Terms, Hunters is responsible for loss or damage You suffer that is a foreseeable result of Hunters breaking this Contract or Hunters failing to use reasonable care and skill, but Hunters is 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 Hunters and You knew it might happen, for example, if You discussed it with Hunters during the sales process.

6.3 Subject to conditions 6.1 and 6.2, Hunters liability under this Contract for any injury, death, damage, or loss however caused will be limited to the sum of £650.

6.4 Hunters is not liable for business losses. Hunters only supply Services for domestic and private use. If You use the Services for any commercial, business or re-sale purpose Hunters will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7 - FORCE MAJEURE

Hunters will not be liable to You in any manner whatsoever for any failure or delay or for the consequences of any failure or delay in performance of any Contract if it is due to any event beyond Hunters reasonable control. If the event causing the delay continues for a period in excess of three months then either You or Hunters will be entitled to terminate the Contract by written notice to the other and Hunters only liability to You will be to refund to You all sums paid under the Contract in respect of Services which have not been performed.

8 - TERMINATION

8.1 Either Hunters or You may by notice in writing served on the other terminate the Contract immediately if the other is in material breach of any of the terms of the Contract and, where the breach is capable of remedy, the party in breach fails to remedy such breach within two days' service of a written notice from the other, specifying the breach and requiring it to be remedied.

8.2 To end the Contract with Hunters, please let Hunters know by phone or email.

8.3 The termination of the Contract howsoever arising is without prejudice to Your or Hunters rights, duties and liabilities accrued prior to or on termination. The conditions which expressly or by implication have effect after termination will continue to be enforceable after termination.

9 - GENERAL

9.1 In exceptional circumstances Hunters may sub-contract, assign or licence all or any part of its rights or obligations under the Contract without Your consent.

9.2 Each and every Contract is personal to You and You may not assign, hold on trust, licence or sub-contract all or any of Your rights or obligations under any Contract without Hunters prior written consent.

9.3 Neither Hunters or You intend that any of the terms of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 (or, if Hunters is based in Scotland, by virtue of any jus quaesitum tertio) by any person not a party to it, with the exception of Hunters Dog Holidays Ltd which shall be entitled to enforce any term of the Contract.

9.4 By entering into this Contract You allow Hunters to use Your personal details for the purposes of performing the Services in accordance with our Privacy Policy. Hunters will not use Your details for other purposes without asking Your consent. A copy of our Privacy Policy can be found on our website.

10 - COMPLAINTS HANDLING

10.1 Hunters will try to resolve any disputes with You quickly and

efficiently. 10.2 If You are unhappy with:

10.2.1 the Services;

10.2.2 Hunters service to You generally; or

10.2.3 any other matter,

please contact Hunters as soon as possible.

10.3 If Hunters and You cannot resolve a dispute, Hunters will:

10.3.1 let You know that Hunters cannot settle the dispute with You; and

10.3.2 give you certain information required by law about our alternative dispute resolution provider

11 - JURISDICTION

These Terms are governed by the laws of England and Wales and subject to the jurisdiction of the English and Welsh courts, unless Hunters is based in Scotland in which case these Terms are governed by Scots law and subject to the jurisdiction of the Scottish courts.