

Cat Sitter At Home



TERMS & CONDITIONS

Service contracts will remain valid for future services, with the exception of any agreed upon changes in rates, fees, visit dates, and/or times (oral or written). Online policies take precedence over all policies in print. The Client (Pet Owner) hereto agrees as follows:

CSAH refers to **Cat Sitter At Home**.

1. Client agrees to any future **Cat Sitter At Home** term changes relayed verbally to the Client, mailed, or e-mailed in writing to the client, or posted on our website at www.catsitterathome.ie under the heading Terms & Conditions.

2. Pet sitter(s) agrees to provide services stated in this contract in a reliable and trustworthy manner. In consideration of these services and as an express condition thereof, the client expressly waives any and all claims against **CSAH** or pet sitter(s), unless arising from gross negligence. Claims of negligence that involve the pet sitter referred by **CSAH** will be the responsibility of the contractor. **CSAH** does not accept any responsibility for security of the premises or loss/damage to personal property if other individuals have access to the client's home, or if the home is not properly secured by Client. This applies even if the client has denied there have been visitors, if there is evidence that there were/are visitors in or on the premises.

3. **CSAH** is not responsible for damage to the home beyond the control of the pet sitter. This includes, but is not limited to leaks, electrical problems, and acts of God/nature. In these situations, the pet sitter will attempt to contact the Client and then the emergency contact before making a subjective decision with regard to dealing with the problem. All repairs and related fees (including Special Service emergency service time and coordination fees) will be paid by the Client, or fully reimbursed to **CSAH** within 3 days of client's return.

4. The terms of the **CSAH** service contract, terms & conditions apply to all pets owned by the Client, including any and all new pets that the Client obtains on or after the date this document was signed, and at any and all locations the owner designates for service. Pet Owner must have legal rights to

place pets in the care of pet sitters, kennels, groomers, and veterinary clinics. The pet sitter cannot service a home with “visiting” pets or animals that do not belong to the resident of the service site without separate sets of agreement forms, including a signed Service Contract, and acceptance of all legal considerations and policies. These must be signed and accepted by the RIGHTFUL owner of the visiting pets. **CSAH** will not be held responsible or liable if a Pet Owner lies to us about the ownership and care of pets in their home.

5. CSAH shall not be held responsible or liable for the loss, injury or death of any pet(s) that the client has let outside or has instructed the sitter or a third party to allow outside unsupervised (whether in a fenced or unfenced area). It is solely the Client’s responsibility to pet-proof any areas of the home and/or property to which the pet has access. This includes thoroughly inspecting fences, gates, latches, doors, and other devices meant to contain the pet or restrict access to specific areas. **CSAH** does not assume responsibility and is not liable for any injuries the pet may sustain or property damage the pet may cause while in its own home/property.

6. Client agrees to hold harmless **CSAH** for any liability or damage, including, without limitation, to property, persons or animals, caused by any action, or failure to act, by Client, Client's agents, employees, or third persons. Such actions or failures to act may include, but shall not be limited to: windows left open, doors left unlocked or doors that do not latch properly, unsecured yards which **CSAH** is instructed to let pets out into, faulty gates or garage doors, water pipes, air vents, pet doors, and/or other appurtenances or elements within the Client's control and not addressed by Client prior to Client's departure.

7. CSAH is not liable for any loss or damage in the event of a burglary or other crime that should occur while under this contract. Pet sitters always ensure that Clients' doors are locked when they depart, but have no control over what may occur while not in the client's home. Client agrees to secure home prior to leaving the premises. Pet sitter(s) will re-secure the home to the best of their ability at the end of each visit. It is the Client’s responsibility to ensure that **CSAH** is provided with information regarding any friends, relatives, neighbours, or others whom the client has given access to the home in their absence.

8. Client understands that all pets (where appropriate) must have a veterinarian and be currently vaccinated. Client is responsible for adhering to all national and local animal laws and ordinances. Owners of free-roaming cats agree to hold **CSAH** completely harmless in the event cat(s) are injured or killed, do not return home, etc. while in the care of **CSAH**.



9. **CSAH** does not diagnose or make therapy decisions, nor does it offer veterinary services. Any medical concerns will be deferred to a veterinarian.

10. **CSAH** will make every effort to administer medications that the pet(s) requires. However, if the pet absolutely refuses to cooperate, client authorizes and accepts charges for transport of pet(s) to veterinarian and for veterinary administration of medications. In the event the pet continues to prevent administration of medication, client agrees to allow **CSAH** to leave the pet with the vet, and accepts all charges.

11. **CSAH** is authorized to seek any emergency veterinarian assistance needed during visits, at the cost of the Client, from any veterinarian as chosen by the sitter, should Client's own vet not be available. We will, of course, make an effort to contact the Client before veterinary care is sought, but reserve the right to have pets treated, in the event the Client and their emergency contact is unreachable. **CSAH**, will not be held responsible for the health/well-being of the pet should Client refuse veterinary care when pet sitter deems it is necessary.

12. Client will be responsible for ALL medical expenses and damages resulting from an injury to a pet sitter, or other persons, by the pet(s). Client agrees to indemnify, hold harmless, and defend **CSAH** in the event of a claim by any person injured by their pet(s).

13. Client is responsible for supplying the necessary, safe equipment/supplies needed for the care of their pet(s), including but not limited to: firmly attached ID tags, ID microchip pet food, medications (prescription or over-the-counter), supplements, cat litter, litter boxes, and litter scoops, cleaning supplies, etc. Client authorizes any purchases necessary for the satisfactory performance of duties. Client agrees to be responsible for the payment/reimbursement of such items, as well as service fees for obtaining items, and will reimburse APS within 3 days of their return, for all purchases made. **CSAH** highly recommends that Client have pet(s) microchipped for identification purposes.

14. If pet(s) should foul a floor, wall, carpet, upholstery, or other area, pet sitter will do everything possible to clean the area(s), per Client's instructions, with Client's cleaning supplies, PROVIDED IT IS NOTICED. Due to the time limitations for visits, the pet sitter may not be able to check every room and every inch of floor space for accidents. **CSAH** will not be held liable if despite cleaning efforts, a stain or odour remains.



15. CSAH is not responsible/liable for wilted, dead, or otherwise unhealthy plants. Pet sitter will follow Client's written directions as precisely as possible, but cannot be responsible if the results are not favourable.

16. Pet sitter(s) will clean pet bowls and litter boxes as necessary, but will not perform any household duties (washing dishes, emptying ashtrays, etc.) that are unrelated to pet care. Additionally, **CSAH** will not be held responsible for damage as a result of the client's negligence (mould, bad odours, burning cigarettes, running water, etc.)

16. If in the course of service the Client's pet should soil itself to the point that it requires bathing, pet sitter(s) will bathe the pet or transport to a groomer, but must charge an additional fee (usually charged according to time involved). **CSAH** cannot be held responsible for the quality of the bath. The main goal is to prevent the pet from spreading excrement/urine throughout the house. Some pets dislike bathing and may be aggressive or panic. If the pet displays aggression or becomes a threat to the pet sitter(s) well-being and cannot be bathed, **CSAH** will not be held liable for the consequences to pet(s) or home.

17. CSAH also provides errand services. If need dictates that supplies be replenished, **CSAH** will charge according to current rate. (A minimum 1/2 hour charge will be assessed for EACH errand run).

18. CSAH reserves the right to terminate this contract, if at any time, before or during its term, **CSAH**, in its sole discretion, determines that Client's pet poses a danger to the health or safety of the sitter, if the Client breaches contract due to non-payment, lying about pet aggression or medical condition, etc. If concerns prohibit **CSAH** from caring for pet, Client authorizes pet to be placed in a cattery, with all charges (including transport, kenneling, etc.) to be paid by Client or reimbursed to **CSAH**.

19. CSAH is not responsible if, despite the best of efforts, a pet refuses to eat, to accept medication etc. Pets that will not eat or take medication will be transported to a vet.

20. CSAH is covered by a commercial liability coverage. However, **CSAH** is not responsible for damage done by Client's pet to Client's property. Additionally, it is expressly understood and agreed that **CSAH** shall not be held responsible for any damage done by client's pet(s) to Client's pet(s), or property or animals of others, and Client agrees to advise **CSAH** of any situations or conditions that could be a liability risk for damage or injury.



21. CSAH will not guarantee specific time slots. A 2-3 hour window is acceptable, except in the case of pets that require medication at a specific time (in which case a one hour window is acceptable). Pet sitting hours fall between the hours of 7am and 10pm and are usually completed during this time period, unless there is a heavy workload. (Special arrangements can be made for late night visits and overnight stays.)



22. CSAH reserves the right to deny service or terminate service for any reason, but especially in the case of safety concerns, financial concerns, unsanitary conditions, inhumane treatment of animals, non-payment of services, or situations that the pet sitter(s) deems inappropriate or uncomfortable. In case of a pet sitter's personal emergency, family crisis, illness, injury, vacation, or personal leave, Client authorizes **CSAH** to arrange for a backup sitter to fulfil responsibilities as set forth in this contract, without prior notification to Client. Client waives the right to a meeting with the person who will fulfil these responsibilities, in the interest of time limitations and due to the fact that the person will not be the Client's permanent pet care provider. If Client insists upon meeting with substitute pet sitter, meeting will be arranged if time permits, and will be billed at the rate of a pet sitting visit.

23. CSAH will not answer Client's phone while Client is away, nor will **CSAH** be held responsible for important calls Client may have missed while absent. Additionally, should **CSAH** have to call Client due to an emergency or questionable situation, Client will be billed, at **CSAH's** discretion, for the call, particularly if excessive charges are incurred.

24. If **CSAH** is unable to enter Client's home to render services with the key Client has provided, **CSAH** is authorized to use a locksmith and bill Client for all expenses incurred.

25. CSAH does not, under any circumstances, agree to job sharing with Client's relatives, friends, neighbours, or others. Should anyone besides **CSAH** enter the home with the intention of caring for or interacting with Client's pets, whether with Client's express permission or not, **CSAH** is automatically released from ALL liability, and Client will be deemed to be in breach of contract. **CSAH** also reserves the right to terminate service in the event of job-sharing, due to the liability risks involved, and due to the Client's having breached the contract by allowing the job-sharing to occur.

26. It is **CSAH** policy not to discuss details of Client's absence with anyone, except in the case of an emergency. Client may wish to contact the Gardai and/or their alarm company (if applicable) to inform them of their absence and the presence of **CSAH** at the home. Client must advise **CSAH** of any difficulties previously encountered from neighbours, their children, or their pets in relation to Client's pets.

27. Client must advise **CSAH** of dates and times that relatives, friends, gardeners, housekeepers, and other service people will be visiting the home.

28. Reservations are made to plan sitter availability to clients. Therefore, clients returning home early will be required to pay for the reserved visits, whether they are completed or not.

29. All unscheduled/unplanned fees (emergency pet taxi, extra visits, etc.) must be paid within 7 days of Client's return or end of service.

30. Cancellation charge schedule: 0-48 hours prior to any service and/or holidays—payment in full is charged (no refunds); 7 days prior to service or more—no charge, refund in full. All charges are due and payable in advance of cat sitting commencing (existing clients in good standing may pay post cat sitting visits). Services not paid in advance may be cancelled or terminated by **CSAH** without notice, including prior to or during service period.

31. Payment for services by New Clients is ALWAYS due in advance. Established clients in good standing may pay post cat sitting visits. Forms of payment accepted: cash, cheque, or credit cards (through PayPal or call **CSAH** to use credit card and for additional info). Please make cheques payable to: **Cat Sitter At Home**. In the event of a returned cheque, Client must pay the entire invoice and all applicable fees (bank fees charged to our account) promptly via cash only. Additionally, there is a €25 fee for returned cheques.

32. Reservations are not guaranteed until agreed upon by **CSAH** IN WRITING.

33. **CSAH** is not the employer of the pet sitter it referred to you. The parties acknowledge that Cat Sitter At Home (CSAH) acts only as a referral agency introducing the parties to each other. The pet sitter may be your employee or an independent contractor depending on the relationship you have with him/her. The parties hereto agree to indemnify and hold **CSAH** harmless for any and all claims, liability and causes of action as well as counsel fees, or any other costs or expenses arising from any act or conduct or liability of the parties. The client also agrees to not hire the pet sitter directly and will contact **CSAH** directly for all pet sitting reservations. Client agrees to receive confirmation on the dates reserved from the pet sitter before departing. The pet sitter is under contract with **CSAH** and has agreed not to seek pet sitting assignments from any of **CSAH**' clients independently during their association and for a period of two years after **CSAH** ceases to work with the pet sitter. In the event that **CSAH** does cease to work with the pet sitter, all Client records that the pet sitter has kept will be



returned to **CSAH**. **CSAH** and the pet sitter agree that all information provided by the Client will be held in strict confidence, and all inactive Client records will be securely destroyed.

34. If Client's trip is extended, Client agrees to contact **CSAH** or the pet sitter 24 HOURS before the last scheduled date of service. Owner also agrees to telephone **CSAH** or the pet sitter within 24 HOURS of their return. If contact is not made, **CSAH** or the pet sitter will reserve the right to continue service, billing the Client for the additional visits.

35. Clients with multiple pets (more than 4) are asked to please leave photos of pets, labelled with pets' names, so that the sitter can learn all pet names in short order.

36. Upon submission of service request, client **MUST** wait for confirmation of service by pet sitter. Submission of service request does not guarantee service. Only direct confirmation from pet sitter, in writing, guarantees that service will be provided.

37. Client agrees to current fee schedule as quoted by **CSAH**. Rates subject to change due to operating and/or fuel costs.

38. If Client has a complaint about our service, they must notify us within 24 hours of their return.

39. **CSAH** will photograph Client's pet(s) for identification purposes, and may use the photo(s) in our published advertising, social media and/or website. If Client disapproves, they must notify us within 48 hours of signing contract.

