



# TERMS AND CONDITIONS

## Definitions

This page outlines our relationship to you, your home, and your pet. We encourage all prospective and existing customers to give the Terms of Service a good read before signing the online, client portal agreement.

We are glad you're here and thank you.

## First Things First

*These Terms of Service are legally binding.*

The Terms of Service are a legally binding contract between you and us and your acceptance of these terms are verified when you sign our online client portal. If you access or use our services or continue accessing or using our services after being notified of a change to the Terms of Service, you confirm that you have read, understand, and agree to be bound by Lil Luka Dog Walks' Terms of Service. "We", "our" and "us" currently refers to Lil Luka Dog Walks.

- Company means Lil Luka Dog Walks.
- Client means the person requesting and using the Lil Luka Dog Walks.
- Services mean the pet services listed on the Lil Luka Dog Walks Website.
- Contract means the profile of the relevant pet which reflects the date/s and nature of the service to be performed.
- Contract price means the price of services (including admin and other fees) as reflected on the Lil Luka Dog Walks Website and/or as agreed in writing between the Client and the Company.
- Regular customer means Company had previously serviced the pet or pets, a completed pet profile exists in the Company's database, Lil Luka Dog Walks has a key/remote or access code to your home

## New Client Charge

New clients are responsible for a one-time *New Client Charge\** of \$34.50. This fee is an upfront client Meet & Greet fee to cover our time and any payment for team members who may also join us to provide an assessment of your dog's temperament before walks commence with Lil Luka Dog Walks. *The fee also covers:*

- A permanent profile in Lil Luka Dog Walks' client portal.
- A meeting with a member of our team who will take additional notes on your pet(s) that we'll add to your online customer profile.
- Ongoing support to ensure that your pet and their primary walker are highly compatible. We will work together to develop a routine that makes every visit a safe and enjoyable experience for your pet.
- Key processing, nondescript key tagging, and key storage in our secure office.
- Access to our mobile client portal and app with GPS walk technology.
- A digital report card sent at the completion of each visit including detailed notes from your walker and occasional mind-blowingly adorable pictures of your pet.

*\* In the rare instance that Lil Luka Dog Walks determines your pet(s) will not be a good candidate for our services, the new client enrolment fee will be refunded.*

The fee is payable into the account of:

**P Douglas**  
**38-9001-0764644-00**

Please use your name and that of your dog as a reference

## Hours

We walk throughout the North Shore five days a week in the morning and evening – rain, wind and shine – from 7am to 9pm. Monday through Friday. Weekend walks are by booked request and available walkers. The majority of our business occurs between 9am and 3pm Monday through Friday. Requests between 7am – 9am and 3pm – 9pm will be fulfilled based on walker availability. **Contact us** to find out if we can help you!

Our office hours for scheduling are Monday through Friday 7am to 6pm, the best way to do this is via the **customer portal**. Requests that are submitted by way of the client portal, or by email, voicemail, or text are checked on Saturdays and Sundays with some frequency but we do not have an on-call manager monitoring the portal around the clock.

## Scheduling

We perform confirmed dog walks within three-hour windows. We know your dog's routine is important and we like to plan things out as far as possible. We can be limited by availability and the team's capacity, so please schedule ahead as much as possible to ensure your needs are fully met.

Weekend walks need to be requested by 10am on the Friday of the desired weekend. You will not be able to reserve a weekend walk after that time. If you have an emergency walk request, please use the subject "Emergency" in your email to the Help Desk but we reserve the right to regretfully decline if we do not have an available team member. Emergencies constitute flight cancellations or a death in a family.

On holidays, we're solely focused on caring for your animals while we enjoy our families, so we're not available to *talk about scheduling sorry*.

## Services & Rates

We pride ourselves on the level of customer service we provide. Every pup is treated as VIP, but priority service and availability is given to our loyal customers who purchase our Regular Ramblers walk packages. Solo Sam walks are subject to availability and are only confirmed after meeting the needs of our Regular Rambler customers because they have pre-arranged for their regular services with us. Our basic rates are posted on our website. A small surcharge, based on the number of dogs needing a stroll, will be added to same day requests made after 8am, to off-hours requests made before 9am or after 5pm on weekdays, or for any walk requests made on weekends.

## Payment

All customers are asked to keep a credit card form of payment on file.

A copy of your current and past invoices can be located in your client portal under invoices.

Payment for all walks is to be made weekly or monthly and received no later than the Tuesday following the previous week or 3rd of the following month. You will be invoiced on a monthly basis with each week walked being automatically reconciled throughout that week.

Payment for weekend off-hours services will be due in advance of the service and charged on the Friday before your scheduled weekend walk(s.)

- Off-hours services scheduled between Monday-Friday will be due on the Friday following the service and charged along with weekly Regular services.

- The due date for cat sitting services will be dependent on the first day of service.
- Any outstanding payments for Regular Ramblers packages will automatically be charged on the day following the invoice due date.

## **Whoops, Cancellation**

Stuff like sickness and emergencies can come up and out of nowhere. Our team of walkers work really hard to be available for you when you need us most, often during those last minute emergencies and trips. We get that cancellations happen, so if you are a Solo Sam, Senior Stroller, Power Puller or Puppy Pack client, you will not be charged for any walk that you cancel prior to 4pm the business day before your scheduled walk. Customers on the Regular Ramblers package are able to cancel a walk on the same day without charge so long as the cancellation request is sent by 7.30am that day. We truly appreciate your advance notice as often as possible. Cancellations after 7.30am will incur a rate of 50% of the scheduled walk.

To cancel a confirmed walk, please log into the client portal and click on “Review Upcoming Services” to look over the walks we planned together. Select “Request Cancellation” to notify the office that the walk is no longer needed. Walks rescheduled for the same week will not be charged a fee.

Because cat sitting and hourly pet sitting services require a greater degree of schedule coordination, customers may only cancel these appointments up to 48 hours before the start day of the assigned sitting dates. Cancelling a service with less than 48 hours will incur a charge of half the price of that first service.

It never happens, but since we’re human, if we miss a walk, we will refund you the cost or rebook with the credit.

## **Holiday Schedule**

Regular, midday service is cancelled on the following holidays:

Christmas day 25<sup>th</sup>, Boxing day 26<sup>th</sup>, New Year’s Day 1<sup>st</sup> and 2<sup>nd</sup>, Auckland anniversary, Waitangi day, Matariki, Anzac day, Queens Birthday, Labour weekend.

With some notice, we’re happy to consider adding a visit to your dogs on these days. On the holidays that we have an available walker, we charge an extra rate. Please contact us for pricing and to check our availability!

## **Routines & Loyalty**

We know how important it is to keep your dog on a routine and we work really hard to have the same walker care for your pooch. Your walker balances dog walking with normal life; they get sick, and they take the occasional vacation, but we fill in for each other so that you and your fur child don’t have to do a thing. We reserve the right to schedule a substitute walker when needed or the Team Manager will assist.

If you don’t book Lil Luka Dog Walks for three months or more, you’ll be considered an inactive client and will be subject to our availability moving forward. Unfortunately, we’re unable to hold spots on our walker’s routes.

## **Winter Weather Disclaimer**

Please be advised that if the weather proves to be at a detriment to our dog walking team, your arrival window may be delayed or your dog’s walk may need to be shortened to less time. We also reserve the right to cancel if the conditions are unsafe for traveling to your home. Due to inclement weather being an unforeseen event, notifications may take place the same day as your scheduled visit with as early notice as we possibly can give.

## Advice

We do not warrant that any information or advice that may be presented by Lil Luka Dog Walks or one of our walkers with respect to your dog is appropriate, accurate, medically sound, current, or suitable for your dog. If you have any specific medical or care-related question with respect to your dog, we recommend that you consult a qualified veterinarian or animal behaviourist.

## Pictures

Occasionally it's fun to take photos of your dog during a walk. You agree that we own the photo and may post or use the image for any purpose whatsoever, including on our website and promotional materials. If you are unhappy with any picture, you may contact us to remove it.

## YOUR HOME & FUR CHILDREN

We want to know it is safe to be in your home. If you hire us for dog walking services, you hereby represent, warrant and undertake:

- To comply with all applicable laws with respect to your premises;
- That your premises are safe and are suitable for a dog walker or any member of the public to visit;
- That you own, or have the right to permit the dog walker to attend and enter, your premises; and
- That you will treat the dog walker appropriately and with respect and you will not threaten the dog walker or engage in any violent, criminal, discriminatory or unlawful behaviour or conduct with respect to the dog walker.

## Keys Please

To walk your pups or guard your kittens, we need access to your home. You may choose to provide us with keys or leave a lockbox with code. If you provide us with keys, then we request **two copies**: one as a master set permanently locked in our main office (and used only in dire emergencies), and the walker keeps the other set. We will only enter your home to perform dog walks and you can ask for the keys back at any time. If you do provide us keys, you agree that we will not be responsible or liable to pay any costs, expenses, or damages associated with changing your locks or which you incur as a result of the lost key, and to hold us harmless and expressly release us from any and all liability arising from any loss of your key.

## Accessibility Issues, Oh My!

If we're unable to enter your home or we can't find your dog, or we are delayed for more than 10 minutes at your home trying to get to the bottom of it all, we'll likely leave your home and bill you in full. (We get seriously worried if the locks are changed or your pup is off at daycare, so keep in touch! If this happens, we'll likely blow up your cell or work phone to make sure that something isn't really, really wrong! Please help prevent mini-heart attacks and us billing you for a walk that we wanted to provide.) Access to your property including driveways and gates must be safe and problematic free.

## Collar & Leash

We count on you to provide suitable walking equipment, at the very least, a collar and leash. If they aren't available, we may be unable to walk, but we will still bill for the visit. We may recommend a more suitable collar to aid or assist in the training and or safety of your dog. You would be responsible for covering the cost of any suggested wear for your dog. We will not purchase on your behalf without your permission.

## **Dog Aggression & Fearfulness**

We like working with a variety of dogs, peculiarities, and temperaments. If your dog is aggressive, dangerous, or suffering from crippling fear that prevents a safe walk from occurring we reserve the right to refuse to walk him or her and we may need to terminate service moving forward.

## **OWNERSHIP & CARE**

If you are receiving a dog walk you represent, warrant, and undertake to Lil Luka Dog Walks that:

- You are the lawful owner of the dog, or have obtained the right from the lawful owner of the dog to receive the dog walk for that dog;
- You will at all times comply with all applicable laws and regulations that relate to the ownership and care of a dog;
- You have obtained, and shall maintain, all applicable licenses and consents related to your ownership and care of your dog;
- You have placed, and will at all times maintain, a clear and appropriate collar or tag on your dog that allows the easy identification of your dog;
- Your dog will have, or be wearing, an appropriate collar and leash that our dog walker may use with your dog during the walk and that both the collar and leash are safe, in working-order, free of defects, and conform with any applicable laws, regulations or standards with respect to your specific dog; Clean fresh water must be provided for your dog.
- Your dog does not pose any threat to the health and safety of any other dog or animal or any person (including, but not limited to, any dog walker);
- Your dog does not pose any threat to the property of any entity or person (including, but not limited to, any dog walker); and
- Your dog is fit to attend the dog walk and has received any and all vaccinations required in accordance with applicable law.

## **LEGAL STUFF**

We are not responsible or liable for any harm or damage to your dog or any animal or person or entity that arises from your breach of this section and you agree to indemnify us and hold us harmless, and expressly release us, from any and all liability arising from your breach of this section.

### **Feeding**

We do charge an additional small fee when you request dog feeding as an extra service. You are solely responsible and liable for purchasing and choosing the dog food and instructing the walker on how much food to give to your dog, when and how to feed your dog, and any other food-specific instructions or requirements. You acknowledge and agree that: (a) we will only feed your dog if you expressly request us to do so; and (b) we are not liable or responsible for any failure to feed your dog or any damage or harm that may be suffered if we do feed your dog. You hold us harmless, and expressly release us, from any and all liability arising from feeding, or not feeding, your dog. Your dog must be provided with fresh drinking water to easily access after their walk. A small charge may be added to your invoice if we deem water has not been readily provided, it is a health risk not to have water available for your dog after their walk as sometimes they will not drink when offered by us immediately after the walk.

### **Medical Emergency**

When you sign up for service you are authorizing Team Lil Luka Dog Walks to take your pet to the nearest professional veterinarian, allowing that member of the team to authorize treatment. Please understand that all costs in connection with this emergency treatment, including transportation, veterinary, medical and medications, and costs necessary for this care will likely be your responsibility.

Lil Luka Dog Walks takes every necessary step to ensure the safety and wellbeing of our customer's pets while they are under our care but due to the unpredictable nature of working with an animal, injury could occur on walks, during transport, during sitting services, or while being boarded in which event, we ask you to release Lil Luka Dog Walks of any and all liability, financial and otherwise, which arise in any way from services and/or products provided or as a consequence of your association with the company.

As a customer of Lil Luka Dog Walks you are waiving any and all claims, actions or demands of any nature, foreseen and unforeseen, that you may have against Lil Luka Dog Walks relating to the care, control, health and/or safety of your pet arising during drop off, pick up, transport, while on walks, during sitting services, and while in boarding.

### **Indemnification**

You agree to defend, indemnify, and hold harmless Lil Luka Dog Walks from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to legal fees) arising from your violation of this agreement.

### **Inability to Walk your Dog**

You acknowledge and agree that if you breach any term in this agreement that we may be unable to take your dog on a walk.

### **Modification**

We reserve the right, at our discretion, to change these agreement terms at any time. Such change will be effective 10 days following posting of the revised terms on our website, and your continued use of our dog walking service thereafter means that you accept the changes.

### **Ceasing Service**

You may cease to use Lil Luka Dog Walks' dog walking service at any time. Two weeks' notice of cancellation is preferred. We have the right to terminate this agreement and our dog walking service, or any part thereof, at any time. If you object to any term or condition of these terms, or any subsequent modifications thereto, or become dissatisfied with the dog walking service in any way, your only recourse is to discontinue use of the dog walking service.

### **Contacting Lil Luka Dog Walks**

Please also feel free to contact us if you have any questions about Lil Luka Dog Walks' Terms of Service.

### **Office Hours**

Monday through Friday 7.00am to 5.00pm  
You may contact us at [lukadogwalks@gmail.com](mailto:lukadogwalks@gmail.com)  
or visit our website at [www.dog-walker.co.nz](http://www.dog-walker.co.nz)

Client Signature:

Print Name:

Date Signed:

