



s n a k e s a l i v e

interactive reptile experience

# Boarding Terms & Conditions

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These terms and conditions form the agreement between you (“You” or “Your”) and Snakes Alive Limited (“Us” or “We” or “Our”).

## 1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Boarding: the temporary boarding of a Creature.

Boarding Period: the period for which You request Us to provide Boarding for the Creature.

Creature: a non-venomous animal or reptile.

Reservation: Your request to Us to provide Boarding for a Creature for the dates required.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body.

1.4 Words in the singular shall include the plural and vice versa.

1.5 A reference to **writing** or **written** does not include faxes but may include e-mail.

1.6 Where the words **include(s)**, **including** or **in particular** are used in this agreement, they are deemed to have the words **without limitation** following them. Where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

1.7 Any obligation in this agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.8 References to clauses and schedules are to the clauses and schedules of this agreement.

## 2. Commencement and duration

2.1 We shall provide the Boarding:

(a) on the terms and conditions of this agreement; and

(b) for the Boarding Period  
unless we notify you in writing otherwise.

### **3. Our obligations**

- 3.1 We shall use reasonable endeavours to provide the Boarding in accordance with current industry practice in all material respects.
- 3.2 We shall use reasonable endeavours to:
- (a) keep the Creature in isolation for the Boarding Period unless the Creature is part of a group or pair that have arrived together and You require them to be kept together;
  - (b) adapt Our vivarium and cages to suit the environmental requirements of Your Creature provided that You have notified Us of those requirements before the commencement of the Boarding Period;
  - (c) supply the Creature with fresh water no less often than daily; and
  - (d) feed the Creature in accordance with Your reasonable dietary instructions; and
  - (e) if requested by You, or if We consider it appropriate, supply a water trough or bowl to assist the Creature to shed its skin;
  - (f) clean and inspect the Creature's enclosure daily;
  - (g) inspect the Creature daily for any visible signs of sickness;
- 3.3 We shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that might be appropriate for the Boarding.

### **4. Your obligations**

- 4.1 You must:
- (a) advise Us of anything a reasonable person might consider to be relevant when providing Boarding for the Creature;
  - (b) inform Us of any specific environmental or dietary requirements for the Creature;
  - (c) inform Us of any behavioural characteristics of the Creature that a reasonable person would consider appropriate for Us to know;
  - (d) inform Us of all health and safety rules and regulations and any other reasonable security requirements that apply to the Creature;
  - (e) provide Us with a telephone number that We can reach You on during the Boarding Period or the telephone number of such person with sufficient authority to take a decision about the Creature;

- (f) provide Us with Your home telephone number and address;
- (g) Pay Our Charges in full in accordance with the terms of this agreement;
- (h) advise Us of any disease, ailment, or physical deformity the Creature may have or has contracted in the past. If We consider it to be appropriate, We may require the Creature to be placed in a quarantine facility, the cost of which must be paid by You in addition to the Charges.

4.2 You warrant and represent to Us:

- (a) that You own or that You are responsible for the Creature;
- (b) that the Creature is non-venomous

4.3 You may without any liability to Us provide Your own housing for the Creature's use during the Boarding Period provided that such housing meets our general requirements to include safety, security, and cleanliness. Any electrical installations must be safe and secure with the appropriate fuses.

4.4 If Our provision of Boarding is prevented or delayed by Your act or omission, We shall not be liable for any costs, charges or losses sustained or incurred that arise directly or indirectly from such prevention or delay.

4.5 You must pay Us on demand, all reasonable costs, charges or losses sustained or incurred by Us (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from Your fraud, negligence, failure to perform or delay in the performance of any of Your obligations under this agreement.

## **5. Illness and Well Being**

5.1 If the Creature shows any undeclared signs of disease or infection or ill health prior to the Boarding Period then;

- (a) We will refuse to provide Boarding; and
- (b) We will retain Your Deposit, or 50% of any balance paid

5.2 If during the Boarding Period the Creature in Our reasonable belief displays any symptoms of illness or disease or poor health then:

- (a) We may in our absolute discretion refer the Creature to a veterinary practice that holds itself out to specialise in treating creatures similar to the Creature;

(b) You must pay Us on demand for all fees incurred in the treatment of the Creature, whether or not such treatment proves successful.

5.3 If the Creature lays any eggs during the Boarding Period We may retain up to 10% of them for our own purposes.

5.4 If you Creature requires medication or medical treatment for the duration in full, or part, of the Boarding Period from the start of the Boarding Period then:  
(a) You must pay Us an additional £10 per treatment;  
(b) You must complete the Medication Consent form; and  
(c) in signing the Boarding Agreement Form and Medication Consent Form You are aware that our insurance does NOT cover us administrating medication and you are signing a Disclaimer from pursuing any legal action due to grievances relating to the administration or consequences of your Creature receiving medication whilst in Our care.

## **6. Charges and payment**

6.1 We have already advised you of the Fees for Boarding which must be paid to Us in accordance with this clause 6 .

6.2 We may at Our discretion refuse to accept cheques.

6.3 You must pay Us the full Fee with Your Reservation to secure the booking. For purposes of refunds a deposit (the "Deposit") is the equivalent to 50% of the Fee

6.4 If You pay Us Your Fee otherwise than in cleared funds, this payment must have cleared beyond your bank's recall before the commencement of the Boarding Period.

6.5 Once accepted by Us the Deposit is non refundable. This applies in all circumstances including if You cancel the Reservation.

6.6 Outstanding Fees must be paid to Us on collection of the Creature.

6.7 We will not discount the Fees if You collect the Creature earlier than previously agreed.

6.8 You must collect the Creature no later than 9pm on the agreed date of collection.

- 6.9 If You collect the Creature later than previously agreed We will charge You Our daily rate for each additional day or part day.
- 6.10 Without prejudice to any other right or remedy that We may have, if You fail to pay Us any amount owed to Us by the due date, We may:
- (a) charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Lloyds TSB Bank Plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and
  - (b) suspend all Boarding and refuse additional Reservations until payment has been made in full.

## **7. Bookings and Reservations**

- 7.1 Our boarding capacity is limited and You must therefore provide Us with Your Reservation as soon as possible.
- 7.2 To secure Your Reservation you must:
- (i) Pay Us the Fee in full with your Reservation AND
  - (ii) Complete the Online Booking Form
- Reservations are not secure until both the Form and Payment have been received by Us.
- 7.3 If We choose to accept Your reservation We will notify You either in writing or by telephone.
- 7.4 If You wish to cancel Your Reservation You must provide Us with written or email notification in a reasonable period prior to commencement of Boarding being not less than 14 days.
- 7.5 Unless You provide Us with the notice required at clause 7.4 the full amount of the Charges will be due to Us.

## **8. Commencement of Boarding**

- 8.1 It is Your responsibility to deliver the Creature to Us at the start of the Boarding Period.
- 8.2 We will inspect the Creature when You deliver it to Us in Your presence.

- 8.3 We will not accept any Creature showing or appearing to show any signs of disease or illness or ill health.
- 8.4 You must provide Us with sufficient evidence that the Creature has received all appropriate vaccinations, and has been treated for fleas, intestinal worms and mites as appropriate.
- 8.5 We may refuse to accept the Creature for Boarding without providing You with an explanation.

## **9. Limitation of liability**

### **YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 9.1 This clause 9 sets out Our entire financial liability.
- 9.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.
- 9.3 Nothing in this agreement limits or excludes Our liability for:
- (a) death or personal injury of a human being resulting from negligence; or
  - (b) any damage or liability incurred by You as a result of Our fraud or fraudulent misrepresentation; or
- 9.4 Subject to clause 9.2 and clause 9.3 :
- (a) We shall not be liable for:
    - (i) any losses costs or fees incurred by You as a result of a disease or illness contracted by the Creature during the Boarding Period;
    - (ii) any losses or expenses incurred in connection with housing You provide for hosting the Creature;
    - (iii) death of a Creature;
    - (iv) illness of a Creature;
    - (v) injuries suffered by a Creature;
    - (vi) theft of a Creature;
    - (vii) accidents involving a Creature;



(viii) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

(b) Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall be limited to the price paid for the Boarding.

9.5 You are strongly urged to ensure that You have sufficient insurance to cover potential losses that may be incurred by You or by the Creature during Our provision of the Boarding.

## 10. Notices

10.1 A notice given to a party in connection with this agreement:

(a) shall be signed by or on behalf of the party giving it;

(b) shall be:

(i) delivered personally; or

(ii) sent by pre-paid first-class post or recorded delivery.

10.2 Please contact us for Our address for service.

10.3 Your address for service is the address You have notified Us as being Your home address

10.4 If a notice has been properly sent or delivered in accordance with this clause, it will be deemed to have been received as follows:

(a) if delivered personally, at the time of delivery; or

(b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second day after posting

10.5 To prove delivery, it is sufficient to prove that if sent by pre-paid first class post, the envelope containing the notice was properly addressed and posted.

10.6 A notice or other communication required to be given in connection with this agreement shall not be validly served if sent by e-mail.

## 11. Miscellaneous

- 11.1 We shall not be in breach of this agreement, nor liable for any failure or delay in performance of any obligations under this agreement arising from or attributable to acts, events, omissions or accidents beyond Our reasonable control.
- 11.2 If any Creature remains uncollected 10 working days after the end of the Boarding Period We may dispose of the Creature by any means that We deem to be appropriate. Such means include but are not limited to sale, destruction, or gift.
- 11.3 Prior to the commencement of the Boarding Period You must provide Us with proof of your identification and current address. Such proof can include sight of your passport, driving licence, recent utility bill, or bank statement. We may take copies of these documents for Our records.
- 11.4 No variation of this agreement shall be valid unless it is in writing and signed by You and Us.
- 11.5 A waiver of any right or remedy under this agreement is only effective if given in writing.
- 11.6 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.
- 11.7 If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the agreement, and the validity and enforceability of the other provisions of the agreement shall not be affected.
- 11.8 This agreement constitutes the whole agreement between You and Us and supersedes any previous arrangement, understanding or agreement relating to the subject matter of this agreement.
- 11.9 You must not assign any of Your rights or obligations under this agreement.
- 11.10 Nothing in this agreement is intended to, or shall operate to, create a partnership between You and Us, or to authorise either You or Us to act as agent for the other.
- 11.11 A person who is not a party to this agreement shall not have any rights under or in connection with it.

11.12 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

11.13 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).