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## CONTRACTOR AGREEMENT FOR SERVICES

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DATED: \_\_\_\_\_ 2018

**BETWEEN**

\_\_\_\_\_ (the "Customer")

**AND**

Canine Creche (Pty) Ltd (the "Contractor")

2015/3050000/07

# CONTRACTOR AGREEMENT FOR SERVICES

**DATED:** \_\_\_\_\_ **2018**

**BETWEEN:** \_\_\_\_\_ (the “**Customer**”);

**AND** Canine Creche (Pty) Ltd (the “**Contractor**”) of 111 Uys Krige Drive,  
Plattekloof Ext 1 Parow, 7500 (the “**Daycare**”)

## **1. THE ENGAGEMENT**

- 1.1. The Customer has engaged the Contractor to supply the services that are described in Item One of the Schedule (the “**Contract Services**”), and the Contractor has agreed to supply the Contract Services to the Customer.
- 1.2. The Contractor represents to the Customer that the Contractor has skill, knowledge, experience and expertise in providing the Contract Services, and is able to provide the Contract Services to the standard reasonably required by the Customer.
- 1.3. The parties acknowledge that the engagement of the Contractor is on a non-exclusive basis and nothing in this Agreement in any way prevents the Customer from appointing any other person or entity to supply any of the Contract Services or any services similar to the Contract Services.

## **2. THE FEE AND PAYMENT**

- 2.1. Subject to Clause 2.6, the Customer has agreed to pay the Contractor the sum (the “**Fee**”) set out in Item Two in the Schedule in advance of the monthly Contract Services, unless the Customer and the Contractor have agreed to different terms of payment as set out in Item Three of the Schedule. The Fee includes VAT and is the full amount the Customer must pay for the Contract Services. The Contractor must issue a Tax Invoice for the Fee, and the Customer must pay the Fee as provided in this clause or as provided in Item Two of the Schedule (if applicable).
- 2.2. Should any veterinary services be needed, including veterinary call-out or transport fees, the Contractor will invoice the client for the total cost of these services within three (3) days of the incident and full payment is to be paid within seven (7) days of receipt of the invoice.
- 2.3. Due to the nature of the Contract Services and subsequent scheduling requirements, payment is to be made at the beginning of each month and in advance of the Contract Services having been performed.

Initial: \_\_\_\_\_

- 2.4. The Customer must pay for the Contract Services based on the number of days needed per month. During the month, should the Customer not make use of the Contract Services he/she has requested, in part or in full, for whatever reason, no refund or credit note will be provided.
- 2.5. If, for whatever reason, the Customer does not pay the Fee when it becomes due, the Contractor may, without being in breach of this Agreement, suspend the Contract Services until all outstanding payments of the Fee have been paid. If, after the Contractor has requested payment, the Customer refuses or fails to make such payment within seven (7) days of such request, the Contractor may terminate this Agreement and cease providing the Contract Services for the Customer.
- 2.6. Upon the termination of the Agreement for non-payment, the Contractor shall be entitled to use the services of a debt collection agency to acquire the outstanding payment(s) owed by the Customer.
- 2.7. The Contractor must add and separately identify on each of its Tax Invoices all VAT.
- 2.8. The method of payment is set out in Item Three of the Schedule.
- 2.9. If the Customer disputes that the Contract Services have been satisfactorily completed by the Contractor, then the Customer must within seven (7) days of completion serve on the Contractor a notice of dispute (“**Notice of Dispute**”) setting out:
  - (a) the details of all Contract Services not satisfactorily completed; and
  - (b) what the Customer requires the Contractor to do to remedy the items complained of.
- 2.10. Upon receipt of a Notice of Dispute, the Contractor must promptly do all work required to satisfactorily complete the Contract Services. If within fourteen (14) days of the receipt of a Notice of Dispute, either party is of the view that the Contract Services have still not been satisfactorily completed, then either party may refer the matter to a mediator nominated by the Arbitration Foundation of Southern Africa or the relevant Province. This mediator shall act as an arbitrator to conclusively determine the dispute. The decision of the mediator acting as arbitrator shall be final, conclusive and binding for the parties, except in the case of manifest error. Each party must initially bear half the costs of the mediator acting as arbitrator and half all other related costs, such as the hire of rooms.
- 2.11. Where the Customer serves a Notice of Dispute, the Customer must within fourteen (14) days of service of the Notice of Dispute pay into an interest-bearing account in the joint names of the Contractor and the Customer, the amount claimed by the Contractor

as the amount owing for the Contract Services or any balance thereof. This should be paid into a bank to be nominated by the Contractor. The failure on the part of the Customer to do this (provided the Contractor has nominated and informed the Customer of the details of the bank within ten (10) days) will invalidate the Notice of Dispute, at which point the Customer shall be deemed to have accepted the Contract Services as satisfactory and completed, and the Contractor may claim all amounts owing as a debt then due and payable by the Customer.

**3. STANDARD OF CONTRACT SERVICES**

- 3.1. The Contractor must perform the Contract Services in a proper and competent manner and according to all reasonable directions given by the Customer. The Contractor represents to the Customer that the Contractor is experienced and competent to carry out the Contract Services, has all the required training and experience required to carry out the Contract Services. The Contract Services must be carried out to all applicable industry standards and to the reasonable satisfaction of the Customer.

**4. PROPERTY AND EQUIPMENT**

The Contract Service is to be performed at the Daycare, and the Contractor must provide all equipment and all materials as may be necessary to properly and efficiently perform the Contract Services. All equipment and materials must be safe for use, fit for their purpose and capable of being used to carry out the Contract Services.

**5. TIME**

- 5.1. The Contractor agrees to provide the Contract Services between the hours of 06:00 and 18:00 Monday to Friday, excluding public holidays or pre-scheduled vacation time.
- 5.2. The Customer understands that all dogs and puppies must be dropped off at the daycare premises between 06:00 and 09:00. Drop-offs after 09:00 interfere with puppy feeding and group play, and are thus not allowed. Collections are done from 15:00 to 18:00 but Collections prior to 15:00 can be arranged, however, the Contractor is to be notified in advance of such.
- 5.3. Drop-offs and Collections outside of the operating hours will be penalised and repeated early drop-offs and/or late collections will result in the dog/puppy being excluded from the Daycare.
- 5.4. Should it become necessary to change the operating times of the Contract Services, the Contractor will notify the Customer 1 (one) month prior to the change.

5.5. If the Contractor, being an individual, is unable to perform the Contract Services due to illness or injury, then the remaining payment for the Contract Services owing shall be carried forth as a credit for the Contract Services for the following month.

**6. TERM**

6.1. The terms of this Agreement are automatically agreed to from the date hereof and continue each month that the Contract Services are used, until either Party terminates the Appointment as provided in this Agreement.

**7. O H & S AND SAFETY**

7.1. No dogs will be accepted if they are not up-to-date on all vaccinations and proof of vaccinations is required before enrolment. Dogs must also be regularly dewormed by the Customer.

7.2. The Customer must further ensure that his/her dog(s) is in good health, and free of ticks and fleas prior to being brought to the Daycare. Dogs that do not meet these requirements pose a health risk to other dogs and will thus be excluded and or banned from attending the Daycare.

7.3. Upon drop-off and pick-up at the Daycare, all dogs must be on leads until either securely within the designated play area or within the Customer's vehicle.

7.4. Dogs will only be returned to the Customer. Should the Customer need to make arrangements to have someone else collect their dog(s) the Contractor must be informed of such and either a copy of the collecting person's identity document must be emailed or faxed to the Daycare or presented upon collection.

7.5. As per Municipal By-law, all dogs must have a collar with a tag containing the dog's name and Customer's telephone number.

7.6. All dogs older than 14 weeks must first pass a temperament and behaviour assessment, before they can be enrolled at the Daycare, and the Contractor reserves the rights to refuse Contract Services should the dog(s) not meet the behavioural and temperament requirements. These requirements are set and dictated by the Contractor, and the Contractor reserves the right to change these requirements as and when he/she deems necessary, to ensure the cohesion of the pack, and a fun and safe environment.

7.7. If, during the Contract Services, the dog(s) display behaviour deemed problematic that was not detected during the initial assessment, the Contractor reserves the right to expel and or ban the dog(s) from the Daycare. Should a dog be banned or expelled from the Daycare, the Customer or their chosen emergency contact person (if the Customer is not available), will be contacted to collect the dog(s) immediately.

- 7.8. If the Customer can prove that they have taken the necessary measures to correct the problematic behaviour for which the dog was banned or expelled, then the dog can be re-enrolled, subsequent to him/her having again passed a behavioural and temperament assessment.
- 7.9. The Customer must ensure that once his/her canine reaches 6 (six) months of age that he/she is neutered/spayed. No dogs older than 6 (six) months will be allowed at the daycare if they have not been spayed/neutered or have proof of the Veterinary booking to have this done.
- 7.10. To avoid any aggressive behaviour from arising as a result of resource guarding, all dogs needing to be fed are done so separately and the Customer must not bring any toys and/or bedding with the dog(s) to Daycare.
- 7.11. Puppies need to be fed at least twice during the day, but will also be in a separate section from the other dogs. Puppy food is to be provided by the Customer in a sealed container with the puppy's name on it. Should food be forgotten, the puppy will be fed Hill's Science Diet kibbles, the cost of which will be added to the Customer's invoice.
- 7.12. The Contractor must ensure that at all times, in providing the Contract Services, it uses safe and proper procedures and practices. In addition, the Contractor must ensure that all its employees are properly trained and supervised, and observe all proper and safe practices.

## **8. BREACH BY CONTRACTOR**

- 8.1. If the Contractor breaches any of its contractual obligations under this Agreement and fails to remedy that breach promptly and in any event within three (3) days, then the Customer may, by written notice to the Contractor, terminate this Agreement. Upon termination of the Agreement, the Customer is only obliged to pay the Contractor for the Contract Services actually done and, as such, is to be refunded for any remaining days paid for in advanced, but not used.

## **9. BREACH BY CUSTOMER**

- 9.1. If the Customer breaches any of its contractual obligations under this Agreement and fails to remedy that breach promptly and in any event within three (3) days of being requested by the Contractor to so remedy, then the Contractor may, by written notice to the Customer, terminate this Agreement. Upon termination of the Agreement, the Contractor has no obligation to perform any part of the Contract Services not already performed. The Contractor shall be entitled, notwithstanding such termination, to claim as a debt owing any amount due to the Contractor on termination.

## **10. CONFIDENTIALITY**

- 10.1. The Contractor undertakes to keep all information, which it acquires from the Customer or about the Customer, strictly private and confidential and must not disclose that information to any person without the Customer's prior written consent, notwithstanding a debt collection agency in the event of non-payment. Nothing in this clause prevents the Customer from fully using and enjoying the Contract Services.
- 10.2. The Customer undertakes to keep all information, which it acquires from the Contractor or about the Contractor's business that is not generally regarded as public knowledge and/or on the Contractor's website, strictly private and confidential and must not disclose that information to any person without the Contractor's prior written consent. The Customer must not use any information so acquired except for the proper purpose of conducting its business.

## **11. INTELLECTUAL PROPERTY**

- 11.1. If the Contract Services involves the creation of any intellectual property, including any copyrightable materials or works, then the Customer acknowledges that the Contractor holds all such intellectual property solely for the benefit of the Contractor. The Customer shall be entitled to use the intellectual property in the ordinary and proper course of its business, but for no other purpose without the prior written consent of the Contractor.

## **12. TERMINATION**

- 12.1. Either party may terminate this Agreement at any time after one (1) month from the date of this Agreement by giving to the other party one (1) month's prior written notice. On the expiry of that month (the "**Termination Date**") this Agreement will be at an end. The Contractor must be paid by the Customer up to and including the Termination Date.

## **13. STATUTORY WARRANTIES AND LIMITATION OF LIABILITY**

- 13.1. All Statutory Warranties that can be expressly excluded are hereby excluded.
- 13.2. To the full extent permitted by law, the Contractor's liability for breach of an implied warranty or condition is limited to the supply of the Contract Services again or payment of the costs of having those services supplied again.
- 13.3. While the Contractor endeavours to provide a safe and secure environment, the Contractor and employees accepts no liability for any loss whatsoever, including consequential loss suffered by the Customer from services supplied.

- 13.4. The Contractor further accepts no liability for any damage done to dogs, property or vehicles whilst at the Daycare.
- 13.5. In the event of the Customer's dog(s) needing medical attention, the Contractor will contact the Customer, so that the Customer can arrange for this.
- 13.6. In the event of a medical emergency, whereby immediate medical assistance is needed, the Contractor undertakes to arrange this 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 Customer. Should the Contractor need to pay the Veterinary Practice, the Customer will be invoiced by the Contractor as described in clause 2.2.
- 13.7. Should the medical emergency result in the dog(s) needing any form of surgery, the Contractor undertakes to contact the Customer before any procedure is approved or done. In the event the Customer is not available, the Contractor will endeavour to contact the emergency contact person, if one is listed, to make the necessary decisions. Where this not possible or applicable, the Contractor will use his/her discretion, however, the Customer will still be liable for all resulting fees.
- 13.8. The Customer is **strongly** encouraged to apply for Pet Medical Insurance **before** their dog or puppy is enrolled in daycare. The Contractor recommends MediPet, but plans from other Insurers like PawPaws, Rogs, PetSure, OnePlan, etc. are also available.
- 13.9. Puppies less than 16 weeks old, who have not had their complete set of vaccinations and booster injections, are at risk of contracting a variety of illnesses, many fatal. Whilst the Contractor will accept young puppies at the Daycare, and will endeavour to take measure to protect them appropriately, the Contractor accepts no liability for illness, injury or death.
- 13.10. The Contractor accepts no responsibility for stomach issues as the result of a change in diet, should the puppy need to be fed the Daycare's food due to a lack of their own having been provided.



**By signing below, all parties agree that they have read, understood and accept the rules, regulations, terms and conditions as set out above.**

**EXECUTED BY THE PARTIES** on the date first mentioned.

**SIGNED BY Customer** )  
)  
)  
)

**Signature:** \_\_\_\_\_  
**Print Name:**

Signed in the presence of:

\_\_\_\_\_  
Signature of Customer's Witness  
Print Name:

**SIGNED BY Canine Creche (Pty) Ltd** )  
)  
)  
)

**Signature:** \_\_\_\_\_  
**Print Name:**

in the presence of:

\_\_\_\_\_  
Signature of Daycare's Witness  
Print Name:

## SCHEDULE

### 1. CONTRACT SERVICES

The Contractor will provide the following Contract Services to the Customer:

- Dog/Puppy Daycare
  - Days based on the number of days selected per week, one calendar month in advance.
  - Open Monday – Friday from 06:00 to 18:00, excluding public holidays

### 2. CONTRACTOR FEES

The Contractor will be paid the following rates per month:

Schedule	Description	Per Dog	Per Day	Per Month
1 - 5 Days	1 - 4 days/month	R118.00	R118.00	N/A
2 Day Week	8 days/ month	R112.00	R112.00	R 896.00
3 Day Week	12 days/ month	R108.00	R108.00	R 1,296.00
4 Day Week	16 days/ month	R103.00	R103.00	R 1,648.00
5 Day Week	20 days/ month	R 98.00	R 98.00	R 1,960.00

Schedule	Description	Per Dog	Per Day	Per Month	Regular Price	Discount
2 x 2 Day Week	Two dogs each for 8 days/ month	R 98.00	R 196.00	R 1,568.00	R 1,792.00	R 224.00
2 x 3 Day Week	Two dogs each for 12 days/ month	R 94.00	R 188.00	R 2,256.00	R 2,592.00	R 336.00
2 x 4 Day Week	Two dogs each for 16 days/ month	R 90.00	R 180.00	R 2,880.00	R 3,296.00	R 416.00
2 x 5 Day Week	Two dogs each for 20 days/ month	R 85.00	R 172.00	R 3,440.00	R 3,920.00	R 480.00

Schedule	Description	Per Dog	Per Day	Per Month	Regular Price	Discount
3 x 2 Day Week	Three dogs each for 8 days/ month	R 98.00	R 294.00	R 2,352.00	R 2,688.00	R 336.00
3 x 3 Day Week	Three dogs each for 12 days/ month	R 94.00	R 282.00	R 3,384.00	R 3,888.00	R 504.00
3 x 4 Day Week	Three dogs each for 16 days/ month	R 90.00	R 270.00	R 4,320.00	R 4,944.00	R 624.00
3 x 5 Day Week	Three dogs each for 20 days/ month	R 85.00	R 255.00	R 5,100.00	R 5,880.00	R 780.00

### **3. TERMS OF PAYMENT**

The Customer and the Contractor have agreed to the following terms of payment:

The Customer shall pay the Contractor the Contractor Fees on a monthly basis, in advance, and prior to the start of the calendar month, subject to first receiving a Tax Invoice for those monthly payments.

Payment will be made either directly at reception, in cash or using the card machine, or by way of EFT using the **customers surname plus dog's name** as a reference and the below banking details.

**Account Name: Canine Creche**

**Bank: Standard Bank**

**Account No.: 33 260 107 2**

**Branch Code: 051001**

**Type: Cheque**

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# ENROLMENT FORM

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## Customer Details

Title: \_\_\_\_\_ Name: \_\_\_\_\_ Surname: \_\_\_\_\_

ID Number: \_\_\_\_\_ Email: \_\_\_\_\_

Cellular phone: \_\_\_\_\_ Work: \_\_\_\_\_ Home: \_\_\_\_\_

Address (necessary for invoicing purposes): \_\_\_\_\_

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Veterinary Practice/Vet: \_\_\_\_\_

Vet's Contact Number: \_\_\_\_\_

Account Holder's Name: \_\_\_\_\_

## Emergency Contact Person (in the event we cannot reach you)

Title: \_\_\_\_\_ Name: \_\_\_\_\_ Surname: \_\_\_\_\_

Relationship: \_\_\_\_\_ Email: \_\_\_\_\_

Cellular phone: \_\_\_\_\_ Work: \_\_\_\_\_ Home: \_\_\_\_\_

## Canine Details

Name: \_\_\_\_\_

Date of Birth/Age: \_\_\_\_\_

Breed: \_\_\_\_\_

Neutered/Spayed: \_\_\_\_\_ If yes, at what age: \_\_\_\_\_

Approximate frequency of attendance per week: \_\_\_\_\_

Approximate daily drop-off time: \_\_\_\_\_

Approximate daily pick-up time: \_\_\_\_\_

Have he/she been in a daycare before? Which one: \_\_\_\_\_

Initial: \_\_\_\_\_

Human delegated for pick-up: \_\_\_\_\_ ID: \_\_\_\_\_

Secondary pick-up human: \_\_\_\_\_ ID: \_\_\_\_\_

Current diet (please state which kibble is used): \_\_\_\_\_

Any common problems (like bloating) – Please list:

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Medication(s): \_\_\_\_\_

Dosage: \_\_\_\_\_

Would Canine Creche need to administer medication: \_\_\_\_\_

Medical history and/or special requirements:

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Favourite pastimes, i.e. running, playing fetch, rope pulling, swimming, etc.:

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Do you have objections to your dog swimming? \_\_\_\_\_

Do you have objections to your dog being brushed? \_\_\_\_\_

We may give home-made healthy treats during the day. Some of these may contain peanut butter, would that be a problem? \_\_\_\_\_

**Please answer the below honestly, as disclosing any potential problems your dog has, or may have, will better enable us to help and understand his/her behaviour.**

1. Is there anything you know your dog/puppy doesn't like, i.e. people touching his tail or head, etc.?

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2. Has your dog/puppy ever been excluded/asked to leave another daycare? Please explain why.

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3. Has your dog ever bitten a person for aggressive or defensive reasons, i.e. not in an attempt to play? Please explain the circumstances and extent of the damage.

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4. Has your ever bitten or killed another animal? If yes, please state what animal and explain the circumstances?

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5. Does your dog show signs of resource guarding, i.e. get protective of his food or toys and growl, bark or hide them? If yes, is this with people, other animals or both?

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6. Does your dog get possessive or protective of you or other family members, e.g. when you go to the park he barks and growls at other dogs or people if they come near you?

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**Office Use Only**

*Date of Behaviour and Temperament Assessment:* \_\_\_\_\_

*Assessment Passed or Failed:* \_\_\_\_\_

*Starting Date:* \_\_\_\_\_