

# PET BUSINESSES: ALL ABOUT AGREEMENTS

## What is a Service Agreement?

A Service Agreement is a type of Contract that you use when your business is offering a service. The document sets out the rules, policies, terms and conditions by which customers engage your business. In the UK, while these terms are often used interchangeably in everyday conversation, they have distinct legal meanings regarding scope, enforceability, and formality.



## What is the difference between a Contract and Terms & Conditions?

A contract is **a specific type of agreement** that the law will enforce. For an agreement to become a contract in the UK, it must contain five essential elements:

- Offer and Acceptance: One party proposes a deal, and the other agrees to it unconditionally.
- Consideration: An exchange of value (e.g., money for services).
- Intent: Both parties must intend for the deal to be legally binding.
- Capacity: The parties must be legally able to enter the deal (e.g., of age and sound mind).
- Legality: The purpose of the contract must be lawful.

Terms and Conditions are the specific "rules" or clauses that define the rights and responsibilities of each party **within a contract**.

- The "Substance": While the "contract" is the legal relationship itself, the T&Cs are the actual text that says what happens if someone doesn't pay or how to end the deal.
- Standardised vs. Bespoke: T&Cs can be standardised (general rules for all customers) or bespoke (individually negotiated for one specific deal).
- Conditions vs. Warranties: In UK law, "conditions" are the most vital terms—if you break one, the other party can often end the whole contract immediately.



The choice of title for the rules, expectations, and limitations you place on your users is determined by your preference. Having clear terms and conditions is important for businesses in the UK for several reasons.

Terms and Conditions are key in protecting your business and avoiding unnecessary risk, whether this be the protection of your reputation, cash flow or any other element of your business. They define the contract, set out business procedures, protect your business and your rights as well as allow you to limit your liability.

## PET BUSINESSES: ALL ABOUT AGREEMENTS

They cover all bases and ensure that you have a legal framework in place that can be relied upon if things go wrong. This can reduce the likelihood of expensive legal disputes.

From the customer's perspective they provide reassurance and certainty to customers about what they can expect from your business, showing that you take your obligations seriously.

### What to include

- The name and address of the customer
- The name and address of the service provider
- How to book each service
- How to pay for each service
- What happens if you cancel each service?
- How disputes are managed
- How to terminate the agreement
- Specific rules per service
- Liability limitations
- Permissions and consents required to perform the services



That is a vital distinction in the UK pet care industry. Because animals are legally considered "property" but protected by animal welfare laws, the duty of care is exceptionally high.

**When applying the legal concepts of Contracts and Terms & Conditions to your specific points on pet negligence, here is how they intersect:**

### "Duty of Care"

Regardless of what your Agreement says, you cannot "contract out" of your statutory duty of care under the Animal Welfare Act 2006. If a pet is injured due to your negligence (e.g., leaving a dog in a hot car or a gate unlatched), a clause in your Agreement saying "I am not responsible for vet bills" will likely be deemed **unfair and unenforceable** under the Consumer Rights Act 2015.

### Service Agreements as a "Shield"

While you can't waive negligence, your Agreement should clearly define any nuances and extenuating factors you have mentioned.

Good terms will specify:

- That the owner is liable for issues arising from undisclosed health problems.
- A clause granting you the right to seek immediate veterinary care, which forms a Contract that the owner will reimburse costs if it wasn't your fault.
- Defining that the owner is liable if their pet injures another animal or you due to undisclosed aggression.

# PET BUSINESSES: ALL ABOUT AGREEMENTS

## Insurance

It is highly recommended that you add non-negligent cover to your business insurance.

**Public Liability Insurance:** Covers you if you are at fault (negligence).

**Non-Negligent Cover:** Covers the vet bills even if it wasn't your fault (e.g. a dog gets a seed in their ear at the park), preventing a breakdown in the client relationship over grey area claims.



As a pet professional, it is crucial that pets are not delayed treatment due to a disagreement over responsibility and liability.

Remember, whilst it you may not have been neglectful, as the business owner you choose where to walk the dog, you choose the route to take through the park, and you let the dog off lead. Injuries may not be directly down to your neglect, but negligence covers poor decisions as well as matters of control and welfare.

## Dispute Resolution

In UK law, if a dispute arises over a vet bill, the Contract (your Service Agreement) acts as the primary evidence. If your terms are vague, a court will often side with the consumer (the pet owner).

## Can AI Write My Pet Business Service Agreement?

Asking an AI to write your pet business contract is risky because AI lacks the knowledge to understand the difference between theory and practice when dealing with animals for a job. Here is why relying solely on AI can backfire for a pet professional:

### AI Hallucinates "Fairness"

A contract must be balanced and reasonable to stand up in a UK court. AI often defaults to aggressive, "pro-business" language it has pulled together from US-based templates. This results in clauses that try to waive all liability for negligence—which, under the Consumer Rights Act 2015, makes the entire clause (and potentially the contract) unenforceable in the UK.

### AI Misses the 'Grey Areas' of Animal Welfare

AI doesn't understand the physical reality of a dog fight or a bloat emergency. It might write a standard "payment terms" clause but fail to include the specific Emergency Vet Authorisation that protects you when a pet needs immediate care while the owner is unreachable. In the UK, if your contract doesn't explicitly bridge the gap between "property rights" and "animal welfare duties," you are legally exposed.

# PET BUSINESSES: ALL ABOUT AGREEMENTS

## The Jurisdiction Jumble

AI frequently mixes up legal jurisdictions. It might cite "Small Claims" rules from California or "negligence" definitions from Scotland (which differs from England and Wales). In a UK court, using the wrong legal terminology makes your business look amateur and suggests you didn't read or understand your own terms. This becomes even more apparent when you wish to walk a dog owned by a solicitor, who either pulls your contract apart (embarrassing) or refuses to sign it. You need to understand your Service Agreement and be prepared to talk through the clauses with a customer if asked.

## The Testing of Clauses

AI doesn't have access to private UK settlement outcomes or the 'reasonableness' tests used by UK judges and court Mediators. It generates text that looks like a contract but hasn't been stress-tested against the specific standards of the Animal Welfare Act 2006.

## The "Non-Refundable" Trap

An AI will happily write a clause saying that "all deposits are non-refundable." This is often deemed as legally unfair in the UK. A human expert knows to add the 'mitigation of loss' wording—that you'll refund if the slot is refilled—to make it robust. AI rarely adds these fairness qualifiers unless specifically prompted.

**The better approach?** Use AI to critique or summarise your existing terms but always start with a template designed by a UK legal professional who understands the pet industry. That would be me! [www.support4petbusiness.co.uk](http://www.support4petbusiness.co.uk)

**In the UK, if you don't have a written Service Agreement, you are essentially operating under an "implied contract."**

**Without written rules, a court looks at your "course of dealing" (how you've acted in the past) to decide what the contract is.**



**This is a nightmare for a business because:**

**Inconsistency is a Legal Liability:** If you waived a cancellation fee for "a pet owner once as a favour, other pet owners (they talk you know!) or even the original pet owner can later argue that 'no cancellation fee' is your established business rule.

**"Consumer Advantage":** In the absence of written terms, UK courts almost always default to the interpretation most favourable to the consumer. They will assume you took on all the risk unless you can prove otherwise.

# PET BUSINESSES: ALL ABOUT AGREEMENTS

**Default Statutory Rights:** Without your own "fair and reasonable" terms, you are stuck with the bare-bones defaults of the Consumer Rights Act 2015 and the Animal Welfare Act, which offer very little protection for your time or your wallet.

A basic, honest agreement—even if it's just one page—stops the "law of precedent" from being defined by your past kindness or a customer's assumptions. It sets the **'rules of the game'** from day one.

If you are not sure about writing your own Terms and Conditions, I can help. Look at my website and drop me a message if you offer multiple services and only want a single service agreement to cover them all.

## Further Information

For further details, and to purchase the document templates mentioned in this Help Sheet please go to [www.support4petbusiness.co.uk](http://www.support4petbusiness.co.uk).

## Sources

Article written by [www.support4petbusiness.co.uk](http://www.support4petbusiness.co.uk)

<https://legal.thomsonreuters.com/blog/agreement-vs-contract-the-differences>

<https://chambers.com/articles/key-contract-law-terms-and-agreements-explained>

Together, we  
can raise the  
standards of  
pet care.

