

Terms and Conditions of Vaughan Ventures  
Limited T/A No More Kennels & No More Mucky  
Paws Grooming Salon

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**Please read the following important terms and conditions before you buy anything from us and check that they contain everything you want and nothing that you are not willing to agree to.**

**Summary of some of your key rights:**

*The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel within 14 days. If you agree the services will start within this time, you may be charged for what you've used.*

*The Consumer Rights Act 2015 says:*

*you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;*

*if a price hasn't been agreed upfront, what you're asked to pay must be reasonable;*

*if a time hasn't been agreed upfront, it must be carried out within a reasonable time.*

*This is a summary of some of your key rights. For detailed information from Citizens Advice please visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 0808 223 1133.*

*The information in this summary box summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.*

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

This contract applies where we enter into a contract with you at your house or work premises.

In this contract:

- **'we', 'us' or 'our'** means Vaughan Ventures Limited, trading as No More Kennels & No More Mucky Paws Grooming Salon; and
- **'you' or 'your'** means the person buying services from us.

If you have any questions about this contract or any orders you have placed, please speak with our representative or contact us by:

- sending an email to [info@nomorekennels.co.uk](mailto:info@nomorekennels.co.uk)
- calling us on 01925 723855

## **Who are we?**

*We are Vaughan Venture Limited (trading as No More Kennels/No More Mucky Paws Grooming Salon, a company registered in England and Wales under company number: 11522363.*

*Our registered office is at: Haines Watts, 11-13 Pacific Chambers, Liverpool, Merseyside L2 5QQ.*

## **1 Introduction**

1.1 If you buy services from us you agree to be legally bound by this contract.

1.2 When buying any services from us you also agree to be legally bound by:

1.2.1 our terms and conditions and any documents referred to in them;

1.2.2 extra terms which may add to, or replace some of, this contract. We will contact you to let you know if we intend to do this by giving you one month's notice. You can end this contract at any time by giving one month's notice if we tell you extra terms apply; and

1.2.3 specific terms which apply to certain services. If you want to see these specific terms, please speak with our representative who will tell you when specific terms apply.

All of the above documents form part of this contract as though set out in full here.

## **2 Information we give you**

2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see the summary box below).

### ***Information we will give you***

*We will give you information on:*

*the main characteristics of the services you want to buy*

*who we are, where we are based and how you can contact us*

*the total price of the services including any taxes (or where this cannot reasonably be worked out in advance, the manner in which we will work out the price)*

*in the case of a contract where its end has not been agreed or a contract containing a subscription, the total costs per billing period or (where such contracts are charged at a fixed rate) the total monthly costs*

*the arrangements for payment, carrying out the services and the time by which we will carry out the services*

*how to exercise your right to cancel the contract and the costs of doing so*

*our complaint handling policy*

*how long the contract is for and how to end it*

- 2.2 We will give you this information in a clear and understandable way. Typically, our representative will give you this information on paper before you buy the services from us. Some of this information is also set out in this contract, such as information on our complaint handling policy (see clause 18).
- 2.3 The key information we give you by law forms part of this contract (as though it is set out in full here).
- 2.4 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

### **3 Your privacy and personal information**

- 3.1 Our **Privacy Policy** can be found at schedule 3 of these terms and conditions
- 3.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

### **4 Ordering services from us**

- 4.1 Below, we set out how a legally binding contract between you and us is made.
- 4.2 Any quotation given by us before you make an order for services is not a binding offer by us to supply such services.
- 4.3 When you decide to place an order for services with us, this is when you offer to buy such services from us.
- 4.4 When you agree for us to look after your pet you give us the following details:
- 4.4.1 What food your pet is on – it is also your responsibility to check that we stock the food that your pet is on
- 4.4.2 Provide us any, and enough, medication that your pet is on. If we need to source more medicine we will charge you for the same, and for our reasonable time to procure said medicine.
- 4.5 When you place your order with our representative, they will acknowledge it in person, or if this is not possible, by the confirmation from our website or by email. This acknowledgement does not, however, mean that your order has been accepted by us.
- 4.6 We may contact you to say that we do not accept your order. This is typically for the following reasons:
- 4.6.1 we cannot carry out the services (for example, because we have a shortage of staff);
- 4.6.2 we cannot authorise your payment;

- 4.6.3 there has been a mistake on the pricing or description of the services.
- 4.7 We will only accept your order when our representative confirms this to you when you complete your booking on our website, or we email you to confirm this (**Confirmation Email**). At this point:
- 4.7.1 a legally binding contract will be in place between you and us; and
- 4.7.2 we will start to carry out the services in the way you and we have agreed.
- 4.8 If you are under the age of 18 you may not buy any services from us.
- 4.9 As part of your agreement to us, you allow for us to take photographs of your pets for promotional purchases only – this includes on our website and social media. Such photos are our intellectual property.

## **5 Automatic Sign up to No More Mucky Paws**

- 5.1 As part of day care and overnight stay your pet will be automatically enrolled with our partnership entity – No More Mucky Paws.
- 5.2 Should a pet require shaving/clip down – you acknowledge and do not hold us liable in the likelihood there may be irritation caused by said shaving/clip down, as well as any accidental nicks, cuts or other likely issues. Should the pet be severely matted then we shall charge an additional fee of £25.
- 5.3 You as the owner also agree that you will not hold us liable for any uncovered problems resulting in a shaving/clip down.
- 5.4 We will not attempt to groom a pet that is severely matted without your consent, unless a medical professional (a vet) says otherwise.
- 5.5 No pet shall be subjected to any stress or discomfort in accordance with The Animal Welfare Act 2006.
- 5.6 To protect us/our staff members and other pets, we reserve the right to muzzle your pet whilst we undertake the grooming process.
- 5.7 Styles are interpreted differently by each groomer – please be specific as possible when speaking to your assigned groomer as to what you are wanting for your pet(s). No refund will be provided if you do not like the style of the groom that has been performed.
- 5.8 Should your pet only be attending our premises for grooming (no staying or day care) given that every breed is different we cannot give you a precise time of when your pet shall be ready but we will give you as close as possible and notify you when your pet is ready for collection. However, should you not be ready to collect your pet within 1 hour of it being ready then we'll have to place it in day care at a rate of £3 per hour.
- 5.9 Should it be discovered that your pet(s) requires a flea bath, you will be charged an additional £7, per pet.
- 5.10 Should it be discovered that your pet(s) requires tic removal, you will be charged an additional £15, per pet.

- 5.11 The cancelling/refund process in this clause mirrors what we have set out in clause 11.
- 5.12 We will follow the emergency process as set out in clause 7.1.
- 5.13 We adhere to the same process of animal returns as set out in clause 6.6
- 5.14 Unless already in our care, we do ask that you bring your pet to us that has already relieved itself (in both senses).
- 5.15 You will appreciate that our groomers use sharp instruments to groom your pet, we are not liable for any injuries as a result of your pet(s)' actions.

## **6 Additional/Extra Services**

- 6.1 It might be the case that your pet will require additional services, which may not appear to be obvious when you sign up for our services on our website. However, such additional services will incur further costs.
- 6.2 In the event that your pet does not mix well with other pets, then your pet will automatically be signed up for our "Walking Programme", which will be at an extra rate of £10 per hourly walk (this will be discounted if there are multiple pets from the same family). If you do not accept this provision then we cannot take your booking – the pets' health and safety, all within our care, is our utmost priority.
- 6.3 Should your pet show aggressive behaviour to their primary allocated carer to the point of being uncontrollable around them and/or other pets then they will be housed at an alternative location. You will incur a transfer fee of £50, payable upon collection of your pet, as well as any other expenses needed.
- 6.4 All vet bills we have to incur whilst we care for your pet will be added to your bill, which will be made payable upon collection of your pet. Furthermore, we charge for the transportation to the veterinary surgery at a cost of £45 per round trip.
- 6.5 If a pet taxi was agreed and you are not home/at the destination stipulated at the specified time then you will be additionally charged for the pet taxi to be rescheduled.
- 6.6 Pet returns, on the day you stipulated on the online booking form, must be collected between 9:00am and 12:00pm or 2:00pm and 18:45pm. We close at 7:00pm, if you do not collect your pet on the agreed date then you will be charged an additional £25 per day. If you want to collect your pet between 12:00-2:00pm you will incur a further charge of £20; furthermore, if you want to pick your pet up after hours on the same time (within a reasonable time) you will be further charged £8.
- 6.7 During the Christmas holidays (22 December – 2 January), the daily rate for overnight boarding increased to £25 for both dog care and overnight boarding (increasing the rate to £50 for day and night).

## **7 Our Discretion**

- 7.1 In the event of any emergency, we shall do our utmost to contact you on the details you have provided us with and take instructions from you accordingly. However, should you not be contactable and a professional advisor (e.g. a vet) strongly advises on a course of action then we shall take said advice. Any costs for carrying such action will be borne by you and we'll add it to your account, to be paid upon collection of your pet.

7.2 We insist that your pets rest for 2 hours after eating (no strenuous exercise) – this is to prevent gastric issues with your pet.

7.3 We also pre-soak any dry food, again to prevent any gastric issues.

7.4 We reserve the right to change our pricing at our sole discretion.

## **8 Right to cancel**

8.1 You have the right to cancel this contract within 14 days without giving any reason. However, you do not have the right to cancel if you requested for us to start providing the services during the cancellation period and the services are fully performed (ie the work is completed) during this period. This is further explained in clauses 8.6 and 8.7 below.

8.2 The cancellation period will expire after 14 days from the day of the conclusion of the contract.

8.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post or email) using the contact details at the top of this contract. You may use the model cancellation form attached to this contract, but it is not obligatory.

8.4 You can also electronically fill in and submit the model cancellation form or any other clear statement on our website <https://www.nomorekennels.co.uk>. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (eg by email) without delay.

8.5 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

8.6 We will not start providing the services during the 14-day cancellation period unless you ask us to. You can request for us to start providing the services during the cancellation period by completing and signing the request form attached to this contract and giving it to our representative or sending it by post or email to the address provided in clause XXX. By signing and returning the request form, you acknowledge that you will lose your right to cancel this contract once the services are fully performed (ie the work is completed). If you do not sign and return the request form, we will not be able to start providing the services to you until the cancellation period has expired. We are not obliged to accept your request.

8.7 This means that if you requested for us to start providing the services during the cancellation period and the services are fully performed (ie the work is completed) during this period, you lose your right to cancel and will be required to pay the full price under this contract even if the cancellation period has not expired.

8.8 This does not affect the rights you have if your services are faulty. A summary of these rights is provided at the top of this contract. See also clause 14 below.

8.9 We have the right to cancel this agreement, and refund you the monies you have paid to date if any of the following occurs:

8.9.1 You have not provided us proof of pet insurance

8.9.2 You have not provided us with all the medical conditions that your pet(s) suffer from



- 8.9.3 You have not provided with your pets' vaccination records
  - 8.9.4 Your relevant pet(s) has not received its "Kennel Cough" vaccination at least 2 weeks prior arrival.
  - 8.9.5 Your relevant pet(s) has had its treatment for fleas.
  - 8.9.6 That you have provided us a pet which is in season.
  - 8.9.7 Any other reason as stipulated in these terms and conditions
- 8.10 Your right to have your money refunded, in line with clause 8.9 if the breach(es) occurred 1 working week prior your pet(s) arrival.

## **9 Effects of cancellation**

- 9.1 If you cancel this contract, we will reimburse to you all payments received from you unless you requested for us to start providing the services during the cancellation period, in which case you must pay us:
- 9.1.1 for the services we provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the services performed up to that point in comparison with the full price under this contract; or
  - 9.1.2 the full price under this contract, if you lost your right to cancel this contract because the services were fully performed (ie the work was completed) during the cancellation period.
- 9.2 We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- 9.3 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

## **10 Carrying out of the services**

- 10.1 We will carry out the services by the time or within the period which you and we agree (either with our representative or in writing). If you and we have agreed no time or period, we will carry out the services within a reasonable time.
- 10.2 Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can start or restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to start or restart the services as soon as those events have been fixed. Examples of events which might be beyond our reasonable control include:
- 10.2.1 you change the services (and this means we have to do extra work or wait for extra materials);
  - 10.2.2 we have to wait for your other providers to complete their work before we are able to carry out the services;

- 10.2.3 materials are not delivered at the time agreed with the supplier of the materials (and we cannot obtain a replacement within a reasonable time or the price charged by a supplier is much higher than the original charge);
- 10.2.4 we cannot access the site at the times we agreed with you;
- 10.3 When we carry out the services, we might not have all of the materials we need. This might be for a number of reasons, such as:
  - 10.3.1 we have not provided an estimate to you and cannot work out what materials are necessary until we start carrying out the services;
  - 10.3.2 where we have provided an estimate, it might not have been possible to work out what materials we needed at the time we provided the estimate to you and this might only be revealed when we start carrying out the services; or
  - 10.3.3 whether or not we have provided an estimate, the condition of an item or the area where the services are being carried out might become apparent only when we start carrying out the services and it might not have been possible to establish it until that point.
- 10.4 If we need to purchase extra materials, we will buy them from a local supplier, where possible. If we cannot do this:
  - 10.4.1 we will order them from elsewhere and return later to continue to carry out the services;
  - 10.4.2 we may charge you for any travel time at our standard scale of charges in force at the time of your order. We will let you know if we intend to do this;
  - 10.4.3 we may charge you for time spent in contacting suppliers. We will let you know if we intend to do this. We will not charge you for any time spent in obtaining any wrong materials.

## **11 Charges, Payment and Deposit**

- 11.1 Full payment is due when your pet is dropped off.
- 11.2 Any additional payment(s) for extra services your pet has incurred will be charged upon collection of your pet.
- 11.3 For those who made bookings and not showed up, and not cancelled in line with clause 10, will enable us to take payment for the full amount. For day care, you must give 48 hours' notice to be entitled to a refund of the monies you have paid.
- 11.4 For any overnight bookings, a £25 deposit is taken. If you give 7 calendar days' notice to cancel your booking the £25 will be added to your account as credit.
- 11.5 We will let you know the basis of calculating the charges for the services and related goods (and any extra charges such as delivery charges) to the fullest extent we can when you place an order with us.
- 11.6 We charge for our services on a quotation basis (i.e. we promise to carry out the services at a fixed price). Your bill will show the dates when the services were carried out and other key

information. Please contact us using the contact details at the top of this contract if you want any further information on your bill or have a query on it.

- 11.7 We accept cash and the following credit cards and debit cards. We do not accept cheques.
- 11.8 You will be invoiced and your credit card or debit card will only be charged as described on our website.
- 11.9 All payments by credit card or debit card need to be authorised by the relevant card issuer.
- 11.10 If your payment is not received by us in accordance with clause 11.8, we may charge interest on any balance outstanding at the rate of 8% percentage points per year above HSBC's Bank plc's base rate.
- 11.11 Nothing in this clause affects your legal rights to cancel the contract during the cancellation period as set out in clauses 8 and 9.
- 11.12 All prices are in pounds sterling (£)(GBP) and include VAT at the applicable rate

## **12 Training and Behavioural Services**

- 12.1 To be further agreed in person, given the various elements that need to be taken into consideration, for example, the pet's current behaviour, we can separately agree to provide training and behaviour services.
- 12.2 The terms and conditions of such services will have the same terms and conditions as set out above/below. The quotation will be provided to you in writing, as well as your acceptance of said quote.

## **13 Nature of the services**

- 13.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'). The services that we provide to you must be carried out with reasonable care and skill. In addition:
  - 13.1.1 where the price has not been agreed upfront, the cost of the services must be reasonable; and
  - 13.1.2 where no time period has been agreed upfront for the provision of the services, we must carry out the services within a reasonable time.

## **14 Faulty services**

- 14.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of this contract. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:
  - 14.1.1 Ask to speak to Rebeckah Vaughan
  - 14.1.2 visit our website: <https://www.nomorekennels.co.uk/>
  - 14.1.3 contact us using the contact details at the top of this contract; or
  - 14.1.4 visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 0808 223 1133.

14.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

14.3 If the services we have provided to you are faulty, please contact us using the contact details at the top of this contract.

14.4 Any complaints should be sent to [info@nomorekennels.co.uk](mailto:info@nomorekennels.co.uk)

## **15 End of the contract**

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

## **16 Limitation on our liability**

16.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

16.1.1 losses that were not foreseeable to you and us when the contract was formed;

16.1.2 losses that were not caused by any breach on our part;

16.1.3 business losses; or

16.1.4 losses to non-consumers.

16.2 Furthermore, we cannot and do not accept liability for the following:

16.2.1 Any ill-health that your pet suffers as result of being in our care (including, but not limited to, weight loss).

16.2.2 Damage of pet toys and bedding – as expected such items cannot be expected to be returned in the same condition as they were left.

16.2.3 Your pets catching any disease. Of course, we'll do our utmost to try ensure that your pets are kept clean and hygienic conditions, however, there will be circumstances that are out of our control and it might be the case that your pet might catch something (e.g. kennel cough, fleas etc), hence why we insist that you have insurance to cover any possibly eventualities.

16.2.4 Your female pet becoming pregnant – normally we do not accept pet who are in season. However, we accept that pets do come into season during their stay. We will do our utmost to ensure that your female pet does not come into contact with a male pet, but we strictly do not accept responsibility of any resulting litter and your pet healthcare resulting from pregnancy.

16.2.5 Any fault with the CCTV – our CCTV is provided by a third party, HIK-VISION.

16.3 We also provide further disclaimers, which we cannot and do not accept liability for:

16.3.1 Any abnormality behaviour as a result of your pet(s) being away from their usual home. Most pets may not sleep during the first few days and may become very

exhausted but also overly excited when awake when playing/in the company of other pets.

16.3.2 To assist the wellbeing of the pets we will provide multi-vitamins that are approved by medical experts.

**17 Third party rights**

No one other than a party to this contract has any right to enforce any term of this contract.

**18 Disputes**

18.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the services we have provided or any other matter, please contact us as soon as possible using the contact details set out at the top of this contract.

18.2 Relevant United Kingdom law will apply to this contract. If you want to take court proceedings, the courts of the region of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to this contract.

Signed by for and on behalf of Vaughan Ventures Limited, trading as No More Kennels & No More Mucky Paws Grooming Salon	..... Rebecca Vaughan Director
Signed by, customer:	.....

**APPENDIX 1**  
**MODEL CANCELLATION FORM**

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**Model cancellation form**

To

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract for the sale of the following goods [\*]/for the supply of the following service [\*],

Ordered on

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper),

Date:

## APPENDIX 2

### REQUEST FORM FOR SERVICES TO BE PROVIDED DURING THE CANCELLATION PERIOD

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If you would like to request for us to start providing the services during the 14-day cancellation period, please complete and sign the form below and hand it to our representative or send it by post to [info@nomorekennels.co.uk](mailto:info@nomorekennels.co.uk)

#### **Request for services to be provided during the cancellation period**

I/We hereby request that Vaughan Ventures Limited, trading as No More Kennels & No More Mucky Paws Grooming Salon starts supplying services during the 14-day cancellation period.

I/We [\*] understand and acknowledge that I/we [\*] will still have the right to cancel the contract during the 14-day cancellation period, but that if I/we [\*] do so, I/we [\*] will be required to pay for the services carried out by Vaughan Ventures Limited, trading as No More Kennels & No More Mucky Paws Grooming Salon until I/we [\*] told Vaughan Ventures Limited, trading as No More Kennels & No More Mucky Paws Grooming Salon that I/we [\*] wished to cancel the contract. This will be an amount which is in proportion to the services carried out by Vaughan Ventures Limited, trading as No More Kennels & No More Mucky Paws Grooming Salon in comparison with the full coverage of the contract.

I/we [\*] further understand and acknowledge that I/we [\*] will lose the right to cancel the contract and will have to pay in full once the services have been fully performed (ie the work has been fully completed), even if this happens within the 14-day cancellation period.

Name of customer(s):

Address of customer(s):

Signature(s):

Date:

[\*] Delete/insert details as appropriate.

## **APPENDIX 3 PRIVACY POLICY**

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Vaughan Ventures Limited trading as No More Kennels and No More Mucky Paws Grooming is committed to protecting the privacy and security of your personal information. This privacy notice describes how we collect and use personal information about you during and after your working relationship with us, in accordance with the General Data Protection Regulation (GDPR). It applies to all employees, workers and contractors.

Vaughan Ventures Limited trading as No More Kennels is a “data controller”. This means that we are responsible for deciding how we hold and use personal information about you. We are required under data protection legislation to notify you of the information contained in this privacy notice.

This notice applies to current and former employees, workers and contractors. This notice does not form part of any contract of employment or other contract to provide services. We may update this notice at any time but if we do so, we will provide you with an updated copy of this notice as soon as reasonably practical.

It is important that you read and retain this notice, together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about you, so that you are aware of how and why we are using such information and what your rights are under the data protection legislation.

1.

### **DATA PROTECTION PRINCIPLES**

1.1. We will comply with data protection law. This says that the personal information we hold about you must be:

1.1.1. Used lawfully, fairly and in a transparent way.

1.1.2. Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.

1.1.3. Relevant to the purposes we have told you about and limited only to those purposes.

1.1.4. Accurate and kept up to date.

1.1.5. Kept only as long as necessary for the purposes we have told you about.

1.1.6. Kept securely.

### **THE KIND OF INFORMATION WE HOLD ABOUT YOU**

2.1. We will collect, store, and use the following categories of personal information about you:

2.1.1. Personal contact details such as name, title, addresses, telephone numbers, and personal email addresses.

2.1.2. Date of birth.

2.1.3. Next of kin and emergency contact information.

2.1.4. National Insurance number.

2.

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2.1.5. Bank account details, payroll records and tax status information.

2.1.6. Salary, annual leave, pension and benefits information.

2.1.7. Start date and, if different, the date of your continuous employment or date of any Dog Handler Service Agreement



2.1.8. Leaving date and your reason for leaving or termination date of any Dog Handler Service Agreement.

2.1.9. Location of employment or place of duties.

2.1.10. Recruitment information (including copies of right to work documentation, references and other information included in a CV or cover letter or as part of the application process).

2.1.11. Employment records (including job titles, work history, working hours, holidays, training records and professional memberships).

2.1.12. Performance information.

2.1.13. Disciplinary and grievance information.

2.1.14. Information about your use of our information and communications systems. 2.1.15. Images from CCTV recordings.

2.2. We may also collect, store and use the following more sensitive types of personal information:

2.2.1. Information about your health, including any medical condition, health and sickness records, including:

2.2.1.1. details of any absences (other than holidays) from work including time on statutory parental leave and sick leave; and

2.2.1.2. where you leave employment and the reason for leaving is related to your health, information about that condition needed for pensions and permanent health insurance purposes.

### 3. HOW IS YOUR PERSONAL INFORMATION COLLECTED?

3.1. We collect personal information about employees, workers and contactors through the application and recruitment process, either directly from candidates or sometimes from an employment agency or background check provider. We may sometimes collect additional information from third parties including former employers, credit reference agencies or other background check agencies.

3.2. We will collect additional personal information during job-related activities throughout the period of you working for us or providing services to us.

3.3. We currently use CCTV cameras to view and record animals and individuals on and around our premises.

### 4. HOW WE WILL USE INFORMATION ABOUT YOU

4.1. We will only use your personal information when the law allows us to. Most commonly, we will Vaughan Ventures Limited trading as No More Kennels – January 2020

use your personal information in the following circumstances:

4.1.1. Where we need to perform the contract, we have entered with you.

4.1.2. Where we need to comply with a legal obligation.

4.1.3. Where it is necessary for legitimate interests pursued by us or a third party and your interests and fundamental rights do not override those interests.

4.1.4. We may also use your personal information in the following situations, which are likely to be rare:

4.1.4.1. Where we need to protect your interests (or someone else's interests).

4.1.4.2. Where it is needed in the public interest or for official purposes.

4.2. The situations in which we will process your personal information are listed below.

4.2.1. Deciding about your recruitment or appointment.

4.2.2. Determining the terms on which you work for us.

4.2.3. Checking you are legally entitled to work in the UK.

4.2.4. Paying you and, if you are an employee or deemed employee for tax purposes, deducting tax

and National Insurance contributions (NICs).

4.2.5. Enrolling you in a pension arrangement in accordance with our statutory automatic enrolment duties where applicable.

4.2.6. Administering the contract, we have entered with you.

4.2.7. Business management and planning, including accounting and auditing.

4.2.8. Conducting performance reviews, managing performance and determining performance requirements.

4.2.9. Making decisions about salary reviews and compensation.

4.2.10. Assessing qualifications for a particular job or task, including decisions about promotions.

4.2.11. Gathering evidence for possible grievance or disciplinary hearings or customer complaints.

4.2.12. Making decisions about your continued employment or engagement.

4.2.13. Making arrangements for the termination of our working relationship.

4.2.14. Education, training and development requirements.

4.2.15. Dealing with legal disputes involving you, or other employees, workers and contractors, including accidents at work.

4.2.16. Ascertaining your fitness to work.

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4.2.17. Managing sickness absence.

4.2.18. Complying with health and safety obligations.

4.2.19. To prevent fraud.

4.2.20. To monitor your use of our information and communication systems to ensure compliance with our IT policies.

4.2.21. To ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution.

4.2.22. Equal opportunities monitoring.

4.3. Some of the above grounds for processing will overlap and there may be several grounds which justify our use of your personal information.

4.4. If you fail to provide certain information when requested, we may not be able to perform the contract we have entered into with you (such as paying you or providing a benefit), or we may be prevented from complying with our legal obligations (such as to ensure the health and safety of our workers).

4.5. We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

4.6. Please note that we may process your personal information without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

## 5. HOW WE USE PARTICULARLY SENSITIVE PERSONAL INFORMATION

5.1. "Special categories" of particularly sensitive personal information, such as information about your health, racial or ethnic origin, sexual orientation or trade union membership, require higher levels of protection. We need to have further justification for collecting, storing and using this type of personal information. We may process special categories of personal information in the following circumstances:

5.1.1. In limited circumstances, with your explicit written consent.

5.1.2. Where we need to carry out our legal obligations or exercise rights in connection with

employment.

5.1.3. Where it is needed in the public interest, such as for equal opportunities monitoring.

5.2. Less commonly, we may process this type of information where it is needed in relation to legal claims or where it is needed to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

5.3. In general, we will not process particularly sensitive personal information about you unless it is necessary for performing or exercising obligations or rights in connection with employment. On rare occasions, there may be other reasons for processing, such as it is in the public interest to do so. The situations in which we will process your particularly sensitive personal information

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are listed below.

5.3.1. We will use information about your physical or mental health, or disability status, to ensure your health and safety in the workplace and to assess your fitness to work, to provide appropriate workplace adjustments, to monitor and manage sickness absence and to administer benefits including statutory maternity pay, statutory sick pay, pensions and permanent health insurance.

5.3.2. We will use information about your race or national or ethnic origin, religious, philosophical or moral beliefs, or your sexual life or sexual orientation, to ensure meaningful equal opportunity monitoring and reporting.

5.4. We do not need your consent if we use special categories of your personal information to carry out our legal obligations or exercise specific rights in the field of employment law. In limited circumstances, we may approach you for your written consent to allow us to process certain particularly sensitive data. If we do so, we will provide you with full details of the information that we would like and the reason we need it, so that you can carefully consider whether you wish to consent. You should be aware that it is not a condition of your contract with us that you agree to any request for consent from us.

## 6. INFORMATION ABOUT CRIMINAL CONVICTIONS

6.1. We do not envisage that we will hold information about criminal convictions.

## 7. DATA SHARING

7.1. We may have to share your data with third parties. We require third parties to respect the security of your data and to treat it in accordance with the law.

7.2. We will share your personal information with third parties where required by law, where it is necessary to administer the working relationship with you or where we have another legitimate interest in doing so.

7.3. "Third parties" includes third-party service providers (including contractors and designated agents) and other entities within our group. The following activities are likely to be carried out by third-party service providers: payroll, pension administration, benefits provision and administration, and IT services.

7.4. All our third-party service providers and other entities in the group are required to take appropriate security measures to protect your personal information in line with our policies. We do not allow our third-party service providers to use your personal data for their own purposes. We only permit them to process your personal data for specified purposes and in accordance with our instructions.

7.5. We may share your personal information with other third parties, for example in the context of the possible sale or restructuring of the business. In this situation we will, so far as possible, share anonymised data with the other parties before the transaction completes. Once the transaction is completed, we will share your personal data with the other parties if and to the extent required under the terms of the transaction.

7.6. We may also need to share your personal information with a regulator or to otherwise comply with the law. This may include making returns to HMRC.

## 8. DATA SECURITY

8.1. We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal information to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal information on our instructions, and they are subject to a duty of confidentiality. Details of these measures may be obtained upon request.

8.2. We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

## 9. DATA RETENTION

9.1. We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

9.2. In some circumstances we may anonymise your personal information so that it can no longer be associated with you, in which case we may use such information without further notice to you. Once you are no longer an employee, worker or contractor of the company we will retain and securely destroy your personal information in accordance with applicable laws and regulations.

## 10. RIGHTS OF ACCESS, CORRECTION, ERASURE, AND RESTRICTION

10.1. It is important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes during your working relationship with us.

10.2. Under certain circumstances, by law you have the right to:

10.2.1. Request access to your personal information (commonly known as a “data subject access request”). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.

10.2.2. Request correction of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.

10.2.3. Request erasure of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing.

10.2.4. Object to processing of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal information for direct marketing purposes.

10.2.5. Request the restriction of processing of your personal information. This enables you Vaughan Ventures Limited trading as No More Kennels – January 2020

to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.

10.2.6. Request the transfer of your personal information to another party.

10.3. If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal data, or request that we transfer a copy of your personal information to another party, please contact Rebekah Vaughan in writing.

10.4. You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly

unfounded or excessive.

10.5. We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

#### 11. RIGHT TO WITHDRAW CONSENT

11.1. In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact Rebekah Vaughan. Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

#### 12. DATA PROTECTION OFFICER

12.1. Rebekah Vaughan is our data protection officer (DPO) and oversees compliance with this privacy notice. If you have any questions about this privacy notice or how we handle your personal information, please contact the DPO. You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues.

#### 13. CHANGES TO THIS PRIVACY NOTICE

13.1. We reserve the right to update this privacy notice at any time, and we will provide you with a new privacy notice when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal information.

If you have any questions about this privacy notice, please contact Rebekah Vaughan.

I, \_\_\_\_\_ (employee/worker/contractor name), acknowledge that on \_\_\_\_\_ (date), I received a copy of Vaughan Ventures Limited trading as No More Kennels' privacy notice for employees, workers and contractors and that I have read and understood it.

Signature .....

Vaughan Ventures Limited trading as No More Kennels –

