



TATU
CITY

PET CONTROL CODE
FEBRUARY 2024

VERSION CONTROL

This Pet Control Code (the “Code”) will be revised and updated on an ongoing basis. The responsibility for the periodic review, update and circulation of this Code rests with Tatu City Limited’s Head of Legal.

All changes and updates to this Code must be approved by the Country Head in Kenya.

Version Number	Approved By	Date
Version 1.0	Preston Mendenhall	February 2024

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KEY DEFINITIONS

“Applicable Law”	means any of the laws, regulations, policies, guidelines, statutes, directives or other directions issued by a Competent Authority;
“Competent Authority”	means any national, state, relevant county authority, relevant county agencies, state corporations and other bodies fully or partially owned by government, (including any sub-division, court, administrative agency, commission or other authority thereof) or private body exercising any regulatory, taxing, importing or quasi-governmental authority;
“Animal Care Facility”	means an animal control centre or animal shelter, maintained by or under contract with any Applicable Law whose mission and practice is, in whole, or significant part, the rescue and placement of animals in permanent homes or rescue organizations;
“Animal”	means any equine, cattle, pig, sheep, goat, camel, reptile, dog, cat, poultry, ostrich, bird, rabbit, fish or other aquatic animal, rodents kept in captivity, any other domesticated animal, indigenous animal and includes any wild animal, or exotic animal which is in captivity or under the control of any person in any way;
“Authorised Personnel”	means an employee of Tatu City responsible for carrying out any duty or function or exercising any power in terms of this Code and includes employees delegated to carry out or exercise such duties, functions or powers;
“Authorised Veterinarian”	means a veterinary surgeon duly registered under the Veterinary Surgeons and Veterinary Para-Professionals Act, No. 29 of 2011;
“Bird”	includes any wild bird but does not include poultry;
“Commercial Pet Establishment”	includes a veterinary clinic, pet shop, pet parlour or other pet boarding facility;
“Diseased”	means rabies or other disease affecting animals, and “diseased” means infected with rabies or other disease affecting animals;
“Dwelling House”	means a building containing only one dwelling unit, together with such outbuildings as are ordinarily used with a dwelling house, including domestic staff quarters;
“Dwelling Unit”	means a self-contained, inter-leading group of rooms used for the living, accommodation and housing of one family or transient guests, together with such outbuildings as are ordinarily used therewith, but does not include tourist accommodation or accommodation used as part of a hotel;
“Guide Dog”	means a dog which has been trained to assist blind or visually impaired persons and includes a service dog which has been trained to assist a person who is mentally or physically incapacitated;

“Service Dog”	means a dog that is licensed to provide the services under clause 10.3;
“Livestock”	includes horses, cows, goats, pigs, or any other four-legged animal excluding dogs and cats;
“Pet”	means a domestic or tamed animal kept for companionship or pleasure;
“Public Nuisance”	includes but is not limited to an act or omission which is offensive, injurious or dangerous to health, or which materially interferes with the ordinary comfort, convenience, peace or quiet of the public or which adversely affects the public at large;
“Owner”	in relation to an animal includes any person having the possession, charge, custody or control of that animal;
“Person”	includes natural and juristic persons;
“Pet Boarding Facility”	means premises in or upon which: (a) boarding facilities for animals are provided in the form of pet day care facility or pet hotel or such other service; (b) animals are bred for commercial purposes; (c) dogs are kept for the purpose of being trained or hired out as service dogs, or (d) dogs are kept for commercial security purposes;
“Pet Parlour”	means a business, approved by Tatu City, providing a beauty treatment service for pets by washing, drying, brushing, clipping, trimming or dyeing them or by attending to their nails, teeth and any related treatments;
“Pet Shop”	means premises, approved by Tatu City, on which the business of keeping and selling of animals is conducted;
“Poultry”	means any fowl, goose, ostrich, duck, pigeon, dove, turkey, guineafowl, peacock or pea-hen, or chicken but does not include birds ordinarily kept in cages within a dwelling unit or dwelling house as pets;
“Pound”	means a place designated by Tatu City in terms of any law and this Code for the impounding, sale and destruction of animals and includes the premises of animal welfare organisations within Tatu City recognised by Tatu City;
“Premises”	means: (a) a dwelling house or dwelling unit; (b) a building or any other structure other than a dwelling house or dwelling unit, together with the land on which it is situated and the adjoining land used in connection therewith; and

	(c) any land without buildings or structures on it;
“Public Place”	a public road, parking area, square, park, recreation ground, sports ground, open space, beach, shopping centre within Tatu City, unused or vacant land within Tatu City which has: (a) been provided, reserved or set apart for use by the public; or (b) been dedicated to the public; or (c) public transportation operated by service providers for Tatu City, but does not include land that has been leased by Tatu City to other persons;
“Shelter”	means any covering structure, enclosure, loft or building, used for the keeping, housing or enclosing of animals and poultry;
“Stray Animal”	means any animal not under direct control by a person or not prevented from roaming, or an animal that has escaped or is lost;
“Tatu City”	means the comprehensive mixed-use development that is being developed in Tatu City which will, on completion, comprise of residential premises, retail outlets, commercial offices, hotels educational facilities, recreational facilities and ancillary amenities;
“Unauthorized Animal”	as the meaning ascribed to it in clause 3;
“Veterinary Clinic”	means a consulting room, office, or an outpatient or inpatient facility and includes an ambulatory facility which is duly approved and registered under the Veterinary Surgeons and Veterinary Para-Professionals Act, No. 29 of 2011 for purposes of diagnosis and management of animal diseases;
“Vicious Animal”	has the meaning ascribed to it in clause 10; and
“Wild Animal”	means any live vertebrate or invertebrate animal (including the egg or spawn of any such animal) belonging to a non-domestic species and includes any such animal which is kept or has been born in captivity.

1. OBJECTIVES OF THE CODE

- 1.1. This Pet Control Code is put in place to establish clear guidelines that promote the safe, hygienic and responsible treatment of Pets within Tatu City while ensuring the comfort, safety and harmony of all individuals within Tatu City.
- 1.2. The Code will outline the expectations regarding the behaviour, cleanliness and responsible ownership of Pets by Owners.
- 1.3. By adhering to this Pet Control Code, we aim to create a welcoming and considerate community where both Owners and non-owners can coexist harmoniously. Your cooperation is essential in maintaining a positive atmosphere for everyone.

2. GENERAL OBLIGATIONS OF OWNERS RELATING TO PETS

- 2.1. Every person responsible for any Pet within Tatu City shall ensure that the welfare of the Pet is safeguarded at all times in line with the provisions of the Prevention of Cruelty to Animals Act, CAP 360 of the Laws of Kenya.
- 2.2. No person may urge, incite or provoke any Pet to attack, worry or frighten any person or animal or, through negligence, fail to prevent any Pet from attacking, worrying or frightening any other person or Pet.
- 2.3. Any person who keeps a Pet on any Premises shall keep such Pet in such a manner as not to be a source of danger to Authorised Personnel entering upon such Premises for the purpose of carrying out their duties.
- 2.4. Every person responsible for any animal within Tatu City shall ensure that such Pet:
 - 2.4.1. has adequate Shelter in an area in which such Pet is confined and is suitable for the Pet's species, size, age and breed. The Shelter should be of such size as to allow the Pet to turn about freely, stand erect with the Pet's head up, sit, lie, move comfortably, in a normal position, and sufficient so that the Pet is not forced to stand, sit, or lie in excrement. The Shelter shall be of such design as to protect the Pet from all elements of the weather. Sick and injured Pets should be confined as directed by an Authorized Veterinarian;
 - 2.4.2. is provided with an appropriate quantity of non-contaminated and nutritionally adequate food, fed according to age, size, species and breed requirements, which is sufficient to prevent starvation, malnutrition, or risk to the Pet's health;
 - 2.4.3. is provided with adequate water that is clean, fresh, and sufficient to prevent dehydration, properly sustain health, and prevent significant risk to the Pet's health;
 - 2.4.4. has access to adequate veterinary care which is provided under the direction of an Authorized Veterinarian and includes medical care necessary to maintain the Pet's health and prevent unnecessary suffering. Adequate care is based on age, species and breed, and the potential for a disease or condition to spread to other Pet or humans, including but not limited to:

- (i) ongoing infections;
 - (ii) infestation of parasites;
 - (iii) any disease; or
 - (iv) any medical condition or injury where withholding or neglecting to provide such care would endanger the health or welfare of the Pet.
- 2.4.5. does not become a Public Nuisance;
- 2.4.6. does not, unprovoked, bite, kick, butt, claw, assault, attack, or otherwise create a danger to the health and/or safety of:
- (i) other Pets;
 - (ii) a human being lawfully on the Owner's property; or
 - (iii) a human being on property other than the Owner's property;
 - (iv) a human being or other Pets in a Public Space, public street or other area outside of the Owner's property;
- 2.4.7. is not left unattended in a vehicle when the conditions in that vehicle would constitute a health hazard to the Pet; and
- 2.4.8. is not transported in the open bed of a vehicle unless confined in an appropriate manner so as to reasonably prevent the Pet from jumping or being thrown from same.
- 2.5. Owners are encouraged to provide basic obedience training to ensure that their Pets are under control at all times.
- 2.6. Owners will be responsible for disposing off carcasses of dead Pets. No Owner shall throw or cause to be thrown such carcass at any public place or in any place open to public view or in any drain, ventilation shaft, pipe and fittings connected with the storm water drainage system.

3. UNAUTHORISED ANIMALS

- 3.1. No person shall be permitted to:
- 3.1.1. maintain any livestock or wild animals within Tatu City; or
 - 3.1.2. keep any poultry in general and roosters in particular; or
 - 3.1.3. keep within Tatu City limits any feeding lots or barns for the stabling and feeding of any livestock or wild animals.

- 3.2. The provisions of clause 3.1 shall not apply to the maintenance of horses for riding purposes at stables duly authorised by Tatu City.
- 3.3. Owners of small Animals and any poultry that require licensing and/or a permit under the Wildlife Conservation and Management Act, No. 47 of 2013 shall provide proof of such licence and/or permit to authorised personnel prior to bringing such Animals or birds within the boundaries of Tatu City and, in the absence of such licence and/or permit, shall be deemed to be an Unauthorised Animal that will be subject to removal from any premises by Authorised Personnel.

4. NUMBER OF PETS

- 4.1. Tatu City reserves the right to determine the number of Pets that can be kept in a dwelling house, dwelling unit or any premises in general.
- 4.2. In the absence of a determination made in terms of sub-clause 4.1 above, no person may keep more than:
 - 4.2.1. two dogs or cats, or allow more than two dogs or cats, over the age of six months, to be kept in or at a dwelling unit with the aggregate permitted number of dogs and cats being two;
 - 4.2.2. three dogs or cats, or allow more than three dogs or cats, over the age of six months, to be kept in or at a dwelling house with the aggregate permitted number of dogs and cats being three;
 - 4.2.3. four dogs or cats, or allow more than four dogs, over the age of six months, to be kept on at any other premises with the aggregate permitted number of dogs and cats being four; and
 - 4.2.4. four birds.
- 4.3. Sub-clause 4.2 does not apply to any person who:
 - 4.3.1. is the holder of a permit to keep a Pet Boarding Facility;
 - 4.3.2. is the owner or manager or is in charge of, a Pet Shop or Pet Boarding Facility and who has written proof that all Pets under the control of such owner or manager have been duly vaccinated and registered;
 - 4.3.3. is the owner or is in charge of premises where service dogs are being kept or trained and such service dogs are kept or trained under auspices of a registered and recognised association;
 - 4.3.4. is the owner or manager of a Veterinary Clinic; or
 - 4.3.5. operates a Pound.

- 4.4. Owners must remove their Pet's offspring from the premises within twelve (12) weeks after birth and retain only such number of offspring as will meet the restrictions contained within sub-clause 3.2 above.
- 4.5. Any person offering for sale any Animal from their premises shall ensure that they keep proper records of vaccination and shall not offer for sale any Animals that are not vaccinated.

5. REMOVAL OF EXCREMENT

- 5.1. Owners shall ensure a Pet in their custody does not defecate on the property of another person unless the person responsible for the Pet immediately thereafter removes or has removed from such property as much of the faeces as is reasonably possible.
- 5.2. If any Pet defecates in any public street, Public Place or public road, any person in control of such animal, excluding a person assisted by a Guide Dog, shall forthwith remove the excrement, place it in a plastic or paper bag or wrapper and dispose of it in a receptacle provided for the deposit of litter or refuse.
- 5.3. No person shall walk a Pet, other than a Guide Dog, in a public street, Public Place or public road, without carrying a sufficient number of plastic or paper bags or wrappers, within which to place the excrement of the Pet, in the event of the Pet defecating.

6. REGISTRATION OF PETS

- 6.1. Every person who owns a Pet within Tatu City shall ensure that such Pet is duly registered under this Code which registration shall:
 - 6.1.1. be made to Tatu City in the prescribed form;
 - 6.1.2. be subject to a valid certificate issued by an Authorized Veterinarian to the effect that the Pet is duly vaccinated against rabies;
 - 6.1.3. valid for a twelve (12) month period from the date of registration and/or renewal; and
 - 6.1.4. be valid in respect of the Pet for which it is issued.
- 6.2. All Pet Owners shall ensure that their Pets have an identification tag collar which shall be affixed the name and address of the Owner inscribed on it or on a plate or identification tag or bar / QR code or other form of identification attached to it.
- 6.3. An identification tag shall not be attached to a Pet other than the Pet in respect of which the relevant Pet licence was issued.

7. VACCINATION OF PETS

- 7.1. Every person who owns a Pet within Tatu City shall ensure that such Pet is duly vaccinated and has a valid certificate issued by an Authorized Veterinarian to the effect that the Pet is duly vaccinated against rabies.
- 7.2. Pet Owners shall be required to provide proof of vaccination of their Pets upon the written request of an Authorised Personnel.

8. GENERAL CONTROL OF PETS

8.1. Leashing outside of Premises

- 8.2. A person who keeps any Pet must ensure that it is kept under proper and effective control when it leaves the Premises where it is kept and that it does not endanger any person, animal or property when it leaves the premises.
- 8.3. Dog Owners must at all times ensure that their Pets are on a leash and in their direct control at all times while the Pet is in common areas.
- 8.4. Tatu City may designate Public Places, with appropriate signage, as areas where Pets are allowed to be free-running, on leash or off-limits and the designation may vary according to time of day and season.

8.5. Nuisance caused by Pets

- 8.5.1. The Owner must at all times ensure that their Pet does not become a Public Nuisance to other persons or Pets within Tatu City.
- 8.5.2. Owners are responsible for ensuring that their Pets do not create excessive noise or disturbances that could disrupt the peace and tranquillity of Tatu City in general and residential areas within Tatu City in particular.
- 8.5.3. Dog Owners must ensure that:
 - (i) their dog does not attack, worry or frighten any person or animal or through negligence fail to prevent any dog from attacking, worrying or frightening any person or animal, except where necessary for their own defence, their property or any other person;
 - (ii) their dog's barking, yelping, howling or whining does not constitute public nuisance;
 - (iii) their dog does not cause nuisance to other persons by having acquired the habit of charging at any vehicle, animals, or persons outside any premises where it is kept.

9. VICIOUS PETS

- 9.1. A Pet shall be deemed to be a Vicious Animal for purposes of this Code where such Pet poses a reasonable or potential threat to the safety of any person, animal or property or which has attacked any person or animal without provocation or which has damaged property of any person.
- 9.2. Without derogating from the generality of sub-clause 9.1 above, a Pet may be deemed to be a Vicious Animal where such Pet:
 - 9.2.1. when unprovoked, in a vicious or terrorizing manner approaches any person in an apparent attitude of attack upon streets, sidewalks, or any other public grounds or places; or
 - 9.2.2. has a propensity, tendency or disposition to attack persons and other animals unprovoked. Evidence of such propensity, tendency or disposition shall include, but not be limited to, lunging at a fence in a vicious or terrorizing manner in apparent attitude of attack when someone walks by or by chasing any person; or
 - 9.2.3. causes injury to or otherwise endangers the safety of human beings or domestic animals; or
 - 9.2.4. bites, inflicts injury, assaults or otherwise attacks a human being or domestic animal without provocation on public or private property.
- 9.3. No Pet shall be declared vicious if:
 - 9.3.1. an injury or damage is sustained from the Pet by a person who, at the time such injury or damage was sustained, was committing a wilful trespass or other tort upon the premises occupied by the Owner of the Pet, or was teasing, tormenting, abusing or assaulting the Pet or was committing or attempting to commit a crime; or
 - 9.3.2. any injury or damage is sustained from the Pet by a domestic animal which at the time such injury or damage was sustained was teasing, tormenting, abusing or assaulting the Pet at issue or was on the property of the owner of such Pet; or
 - 9.3.3. the Pet was protecting or defending a human being within its immediate vicinity from an unjustified attack or assault; or
 - 9.3.4. the Pet is a licensed security, patrol dog or police dog owned or kept by a law enforcement agency and is being used in the line of duty or for law or security enforcement purposes provided that a notice to the effect that an animal trained for these purposes is being kept on such premises shall be displayed in a conspicuous place at each access point to the premises.
- 9.4. A person who keeps a Vicious Animal or animal trained for security purposes must:
 - 9.4.1. keep it in an adequate shelter;

- 9.4.2. display adequate signage indicating the presence of a Vicious Animal; and
- 9.4.3. take reasonable measures to ensure that the Animal:
 - (i) does not escape from the Premises where it is kept; or
 - (ii) does not pose a danger, or cause harm, to a person, other animal or property.
- 9.5. No person may urge, incite or provoke any Pet to attack, worry or frighten any person or animal or through negligence fail to prevent any animal from attacking, worrying or frightening any other person or animal.
- 9.6. Tatu City Authorised Personnel may seize and impound any Vicious Animal found wandering or unattended in any Public Place.

10. LIABILITY OF OWNERS

- 10.1. An Owner shall be liable for any:
 - 10.1.1. bodily injuries caused to any person or domestic animal as a result of an attack by their Pets;
 - 10.1.2. damage caused by their Pets to any movable or immovable property of other persons; and
 - 10.1.3. any other type of damage caused by their human being or domestic animal not listed above.

11. COMMERCIAL PET ESTABLISHMENTS

- 11.1. Any person that wants to undertake an activity or for the keeping of Pets listed in this Code, and for which a permit is required, must apply to Tatu City in writing prior to undertaking the relevant commercial animal activity.
- 11.2. No person shall operate a Pet Parlour, Pet Shop, or Pet Boarding Facility on any premises, unless under a valid permit issued in terms of this Code.
- 11.3. Applications to operate a Pet Parlour, Pet Shop, or Pet Boarding Facility must be made in writing in the prescribed format and may be considered and resolved by Tatu City after consideration of substantiated comments received from abutting and affected neighbours within Tatu City.
- 11.4. All Pet Parlours, Pet Shops, or Pet Boarding Facilities shall comply with the environmental health standards as set out in the relevant applicable laws and policies published by any Competent Authority in Kenya and any conditions that Tatu City may attach to their permits.
- 11.5. All Commercial Pet Establishments shall adhere to the following standards:
 - 11.5.1. must be operated in such a manner as not to constitute a Public Nuisance;

- 11.5.2. shall provide an isolation area for Pets that are sick or diseased to be placed in so as not to spread disease to healthy Pets;
- 11.5.3. all Pets must be kept caged within a secure enclosure that provides for adequate space in accordance with clause 2.4 above or they must be under the control of the Owner or personnel of the Commercial Pet Establishment at all times;
- 11.5.4. must provide adequate shelter, adequate food, adequate water, and adequate veterinary care, in accordance with clause 2.4 above to all Pets kept on the Premises, and must allow for the Pets to have sufficient time outdoors, weather permitting, to ensure their wellbeing in accordance with their size, breed and age;
- 11.5.5. shall not engage in any acts of cruelty, mistreatment, or neglect; and
- 11.5.6. will not sell Pets that are un-weaned or diseased;
- 11.6. Nothing in this clause 11 shall prohibit a Commercial Pet Establishment from collaborating with Animal Care Facilities or Animal Rescue Organizations to offer space for such entities to showcase adoptable dogs and cats provided that Pets may not be presented or displayed inhumanely for sale in Pet Shops or any other Premises of enterprises using Pets within their scope of business or economic activities.
- 11.7. No person may sell or offer to sell a Pet without Tatu City's authorisation:
 - 11.7.1. in a street or Public Place; or
 - 11.7.2. in or from a movable structure or vehicle.

12. SEIZURE OF PETS

- 12.1. Tatu City may seize and impound any Pets that are not in the custody of their Owner or any stray animal found in or on any road reserve or any public property.
- 12.2. Any Authorised Personnel may:
 - 12.2.1. seize any Animal found on any Premises, Public Place or public road and which is not under the supervision or control of any person and causes or becomes a Public Nuisance; and
 - 12.2.2. impound or cause to be impounded any such Animal at a Pound or other facility designated by Tatu City for such purposes.
- 12.3. Tatu City may sell any Animal impounded in terms of sub-clause 12.2 provided that:
 - 12.3.1. a period of no less than fourteen (14) days has lapsed from the time of impoundment to enable the Owner adequate time to claim it; and
 - 12.3.2. Tatu City has taken all reasonable steps to notify the residents of Tatu City of the impoundment.

- 12.4. If the Owner or person in charge of a Pet has not claimed the Pet within the periods set out in sub-clause 12.3 above, then Tatu City may sell or donate it and retain and apply the proceeds of the sale, if any, for its own benefit, or it may otherwise dispose of the Pet in accordance with this Code.
- 12.5. Any Pet impounded in terms of sub-clause 12.3 may be destroyed, where such Pet is:
- 12.5.1. carrying an infectious or contagious disease; or
 - 12.5.2. ferocious, vicious or dangerous, such that it poses an immediate and substantial danger to the health and safety of other animals, or the general public.
- 12.6. Prior to the destruction of any Pet pursuant to sub-clause 12.5, Tatu City must summon an Authorised Veterinarian to examine the Pet and if, after such examination, the Authorised Veterinarian certifies that the Pet is so diseased or injured or in such a poor physical condition that it would be cruel or that it would bring unnecessary suffering to the Pet to keep it alive and that it ought therefore to be destroyed, Tatu City may instruct the Authorised Veterinarian to immediately destroy the Pet or cause it to be destroyed.
- 12.7. The destruction of any Pet in terms of this Code shall be carried out with such precautions and in such a manner so as to inflict as little suffering as possible and shall take place under the supervision of an authorised personnel and in compliance with all applicable law.
- 12.8. Tatu City shall be entitled to recover the reasonable costs of the Authorised Veterinarian and other costs in carrying out the provisions of sub-clauses 12.5 to 12.7 from the Owner or the person in charge of keeping the Pet in question.
- 12.9. The person who claims to be the Owner of a Pet impounded under this clause 12 must pay to Tatu City the reasonable costs incurred by Tatu City for the seizure and removal of the Pet, plus the reasonable costs of the organisation for accommodating the Pet, before the Pet may be released to the person.

13. ESTABLISHMENT OF A POUND

- 13.1. Tatu City may:
- 13.1.1. establish or license a third party to establish a Pound within its area of jurisdiction and may enter into a service delivery agreement with a statutory organisation, an animal welfare organisation or any other person to operate such a Pound;
 - 13.1.2. may close any Pound under its control; and
 - 13.1.3. appoint a competent and suitably skilled service provider as pound master and be in charge of the Pound.

14. PET-FREE ZONES

- 14.1. Tatu City acknowledges that there may be individuals with allergies and phobias to animals. For this reason, areas may be designated as pet-free zones, with the exception of guide dogs, in order to accommodate individuals with these concerns.
- 14.2. No pets will be allowed within areas of critical infrastructure.
- 14.3. Owners are expected to respect and adhere to these designations in order to maintain a comfortable environment for everyone.
- 14.4. This Pet Control Code will be read in conjunction with such other property specific rules relating to the various developments within Tatu City. Specifically, this Pet Control Code shall not be deemed to be allowing pets within residential developments where pets are specifically prohibited.

15. NON-COMPLIANCE

- 15.1. Failure to comply with the Pet Control Code may result in warning, fines, or revocation of registrations issued.
- 15.2. First time violators of this Code will pay a fine of KES 5,000 while repeat offenders will pay a fine of KES 10,000.
- 15.3. Notwithstanding the generality of the sub-clause 15.1, Tatu City reserves the right to set the fines and to adjust them from time to time and to enforce its rights under any applicable and comply with any orders issued by a court of competent jurisdiction in respect to violations of any applicable law promulgated to ensure the safety, wellbeing and welfare of animals, the residents of and visitors to Tatu City.

16. INDEMNITY

Neither Tatu City nor any Authorised Personnel is liable for any damages in respect of anything lawfully done or omitted in the reasonable exercising of any power or carrying out any function in terms of this Code or applicable law.

17. WAIVER

The failure or delay on part of any person or entity to exercise any right or obligation under this Code shall not operate as a waiver of such event or any antecedent or subsequent event. No waiver by any person or entity of any provision of this Code shall in any event become effective unless the same is witnessed in writing and such waiver shall be effective only in the specific instance described and for the purpose that the waiver is given and shall not apply for any antecedent or subsequent event.

18. SEVERABILITY

If any provision of this Code is declared by any judicial or other Competent Authority to be void, voidable, illegal or otherwise unenforceable the same shall be deemed as severable

from the remainder of this Code and shall not cause the invalidity or the unenforceability of the rest of this Code.

19. REVIEW AND AMENDMENT OF THE PET CONTROL CODE

This Pet Control Code may be amended from time to time as may be deemed necessary to ensure compliance with new and/or revised applicable laws of Kenya.
