

By accessing and using our services, you accept and agree to be bound by the terms of this agreement as defined below.

Definitions

'You' or 'Client' – The owner of the animal who is engaging with the Practitioners services.

'Practitioner or Practitioners' – Marie Faid MSc, BSc Hons or Abi Edgington BSc Hons.

'Clinical Animal Behaviourist' – Marie Faid MSc, BSc Hons, as the provisional Clinical Animal Behaviourist.

'Training Instructor' – Abi Edgington BSc Hons, as the Student Animal Training Instructor.

'Session or Sessions' – The booked time for the provision of Services.

'Behaviour Case' – A case which needs to be seen by the Animal Behaviourist initially.

'Training Case' – A case which can be taken on the Training Instructor.

'Consultation Form' – A form which outlines specific information required by the practitioners in order to provide their service.

Enquiries & Booking

Once your enquiry to work with us has been received, the practitioners will decide if it's a Behaviour Case or a Training Case. The selected practitioner will then contact you with their consultation form, this MUST be returned to the practitioner before any sessions can be confirmed.

Services

Services will be carried out either at the Client's property or at a location that is mutually agreed between the Practitioner and the Client when booking is confirmed.

The practitioners reserve the right not to provide Services to any client or dog. This shall be at the sole discretion of the Clinical Animal Behaviourist or Training Instructor.



Practitioner Responsibilities

- Practitioners use only force-free, scientific based, and humane training methods. The client should be aware that these methods are almost never instant and require the Clients ongoing commitment to follow behaviour and training plans in the long term.
- Practitioners cannot guarantee that behaviour/training plans will work due to the complex individual nature of each dog.
- Behaviour and/or training plans will be tailored to each dog based on information gathered by the practitioner via the Consultation form, Behaviour Consultations, and all sessions carried out by either practitioner.
- The practitioners are not responsible for providing a stooge dog if this is recommended within behaviour/training plans.
- The practitioner may offer to provide a stooge if a behaviour/training plan calls for it. In this case the details of this arrangement MUST be decided beforehand. Before a stooge is provided the Client and Practitioner MUST both sign a consent form which will outline guidelines to be followed by all parties to ensure each persons and dogs safety.
- The practitioners will apply personal judgement and can cut a session short when deemed necessary due to extreme weather conditions. Including but not limited to excessive cold, excessive heat, snow, ice, thunderstorms, torrential rain. This decision will be made to ensure the safety of the Practitioner, the Client and the Client's dog, members of the public, and other animals.
- The Practitioners both follow a set of ethics, guidelines, and code of conduct set out by their accrediting body. They MUST act in accordance with these at all times.
- In the event of a pandemic, practitioners will adhere to the safety and working measures advised by the United Kingdom's governing body.
- Practitioners are fully insured with Petplan Sanctuary and can provide details of this upon request from the Client.

Client Responsibilities

- You confirm that you are over 16 years of age at the time of engaging with our services.
- You confirm that the dog is not subject to the Dangerous Dogs Act 1991*, is lawfully in your care, and is not subject to a Court Order.
- *In respect to XL Bullies the following MUST be followed by the Client.
 - A certificate of Exception relevant to the dog MUST be provided to the Practitioners upon enquiry.
 - The dog MUST be muzzled and restrained on a secure lead at all times by a person of at least 16 years of age when in a public place**.
 - The dog MUST be muzzled and restrained on a secure lead at all times by a person of at least 16 years of age when in places other than a

Terms & Conditions



public** place when in the presence of persons other than the Insured Practitioners and members of the Clients Household.

- **For the above conditions Public Place as defined within Dangerous Dogs Act 1991 under 10 (2) – "public place" means any street, road or other place (whether or not enclosed) to which public have or are permitted to have access whether for payment or otherwise and includes the common parts of a building containing two or more separate dwellings".
- It is your responsibility to provide accurate and honest information within Consultation Forms. Practitioners accept no responsibility for matters not disclosed within the form.
- You will ensure that the Practitioner is informed with any updates to information previously provided in the consultation form prior to a session.
- Your dog MUST be fully vaccinated and on regular parasitic preventative treatment regime, and you will provide proof of this upon request.
- Behaviour/training plans are designed solely for the dog/dogs that the Practitioner is working with. It is not designed for and should not be used with ANY other dogs without direction from the Practitioner.
- It is your responsibly to keep yourself, your dog, your visitors, and your family safe. The Practitioner is not responsible for damages or injuries to you, your dog or your property.
- Clients must keep their dogs under control during all consultations and sessions. The failure to do so and any damages or injuries caused by failure to do so will be your sole responsibility.
- Clients are responsible for all vet bills.
- You will bring your dog to training sessions on a flat collar or body harness and fixed lead. Choke/check chains, shock/spray collars and flexi leads are not permitted during training sessions.
- Any training you will be shown is motivational, reward-based and force free. No aversive measures or harsh treatment will be tolerated, and you will be expected to use food and toy rewards.
- The risks associated with working in an outdoor environment, handling and training dogs and being around people and dogs will be explained before any sessions and that it is your responsibility to express any concerns to the Practitioners prior to commencing any group work or walks in public.
- Your dog may be asked to wear a muzzle at any point, and this should be followed. This decision will be made at the Practitioners sole discretion and will be made with the safety of the Client, the Practitioner, the dog, members of the public, and other animals in mind. Should you refuse to follow this instruction the Practitioner reserves the right to cut the session at the point of refusal and you will be charged the full price of the service.



Privacy

- The Practitioners will respect your privacy in accordance with The Data Protection Act 2018, and GDPR regulations.
- You should respect the Practitioners privacy accordingly and agree you will not share behaviour and training materials provided with any persons outside of individuals who are relevant to the dog for whom they were provided.
- Practitioners collect information about and from their clients and their respective dogs for the sole purpose of providing their services. This information may be disclosed to others when necessary for the provision of said Services. This includes but is not limited to veterinarians that the Clinical Animal Behaviourist is consulting with on each case. The Practitioners accept no liability for any loss or inconvenience suffered by any party as a result of the disclosure of such information.

Disclaimer

• Practitioners are not qualified to provide legal or veterinary advice and the information they provide is not intended to constitute as such.

Fees & Payment

- The Practitioners fees for their services are quoted on our website <u>https://www.compassionatebehaviourandtraining.com</u> and are subject to change when Practitioners deem necessary. Regardless of this, a price will be agreed with Clients prior to any sessions occurring and this price will be relevant for the case unless appropriate notice has been given and the Client has agreed.
- All prices include VAT.
- Invoices will be provided to clients within 72 hours after the service has been provided.
- Any behaviour and/or training plans will be sent to the Client after full payment has been made.
- The client must pay the full balance of the invoice within 7 days of receiving it.
- Instructions on how and where to pay the full balance can be found at the bottom of the Clients invoice.
- Practitioners reserve the right to change the timescale in which payments must be made at any point as long as a notice period of one month is given to all Clients. This judgement will be decided if problems occur with Clients not paying in a timely manner, Clients refusing to pay or any other reasons that the Practitioners decide are detrimental to their partnership 'Compassionate Behaviour & Training'.



Complaints

• Any and all complaints should be directed towards the Practitioner working with you. These are viewed as an opportunity for improvement.

Governing Law & Jurisdiction

The terms and conditions outlined above, along with any dispute or claim (including non-contractual disputes or claims) that arise in connection with them shall be governed by and construed in accordance with the law of England & Wales.

Each party agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any claim or dispute that may arise in connection to this agreement.