

Terms and Conditions of Business

1. General information

The Dog's Whiskers is a limited company registered in England and Wales with number 14254321 ("we" "us" and "the Company").

2. Where to find information about us and our services

You can find everything you need to know about us, The Dog's Whiskers Ltd, and our services on our website, or if unavailable, from our staff before you order.

3. We only accept orders when we've checked them

We contact you to confirm we've received your order for our services and then we contact you again to confirm we've accepted it.

4. Sometimes we reject orders

Sometimes we reject orders, for example, because it is a service we no longer offer or because the service was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

5. We charge you when we accept your order

However, for some services we take payment at regular intervals, as explained to you during the order process.

6. Who provides the services

The services will be delivered by the Company and your agreement is with the Company alone and no contractual relationship of any nature will arise with, nor will any services be provided by, any individual director, employee and/or consultant of the Company other than for and on behalf of the Company.

7. Dog Training Group Class Services

All dogs attending group classes must have shown proof of at least one vaccination (if you have any questions over this please contact our staff). This is for the safety of your dog as well as everyone else's.

Any dog faeces passed at training classes are the responsibility of you to pick and take home with you unless a specific bin is provided.

You must never leave your dog alone in a car whilst at a group class unless prior approval has been obtained from us or we have asked you to, this is for the welfare of your dog.

At all times dogs should be kept on lead and away from contact with other people and dogs whilst in group classes unless explicitly told otherwise. If your dog or another dog is reacting (barking, pulling on the lead or trying to move away) then please increase the distance between yourself and the other dog.

We cannot take any responsibility for damage or loss whilst parked on our property or for your car parked on a public highway or private land.

8. Dog Training 1:2:1 Services

Bookings for individual sessions will be confirmed via email.

Travel and parking charges may apply to each appointment where we travel to meet you, either at your home or an agreed location. You will be advised of any additional charges when we accept your order for services and charges will be payable when we accept your order.

9. Behaviour Consultation Services

Behaviour consultations (other than for preventative or initial emergency advice) are only available on veterinary referral. You can discuss this with our staff when arranging the booking. However, your vet must refer you, including providing a full medical history. This is important to rule out medical components for behaviour and to ensure your vet is informed of the behaviour modification plan.

If you are seeking to claim for our fees through pet insurance, you are responsible for checking that our fees are covered prior to the appointment and dealing with the claim with the insurer. You will still need to pay our fees to us direct. We reserve the right to refuse to do a direct claim with your insurance company. If your insurance company does not reimburse you for the fees paid to us we accept no liability.

If the consultation runs over the allotted 2 hours training each additional hour started will be charged additionally.

Ongoing support, if available, will be advised to you following the consultation.

10. Legal services

We do not provide legal advice or legal services. You are recommended to seek a legally qualified professional, specialising in the relevant area of law, in the event that you require legal advice. You agree and acknowledge that any advice provided in the course of the delivery of our services does not constitute legal advice and you, or any third party, is not entitled to rely on any such advice.

11. Your obligations

All information regarding your dog's health and/or existing medical conditions/treatment must be disclosed prior to the commencement of any of our services, including but not limited to training and behaviour consultation services. You agree to continue to disclose health information whilst we are working with you and your dog.

Health issues regarding you, or attendees should also be disclosed where you consider it to impact on your safety to avoid injury and other issues relating to the services supplied. If you fail to do this we cannot be held responsible for any loss or harm.

Information regarding behaviour issues in relation to your dog shall be freely and fully disclosed including but not limited to, fear, aggression, your dog's previous behaviour history etc. Failure to do so could result in serious harm to your pet, you, your instructor or other members of the public and may result in legal action from ourselves or others.

If your pet is showing signs of ill health (such as vomiting, diarrhoea, coughing) or if you have a pet in season please advise us as soon as possible in order to rearrange your appointment. This also applies to post-operative recovery periods.

12. You can cancel or rearrange the contract for services

A minimum of seven days notice must be given to cancel the session for a refund (after the statutory 14 day cooling off period).

A minimum of five days notice must be given to rearrange a session. If you provide us with less than five days notice to delay a session you will not be entitled to a refund. We may consider true emergencies on a case by case basis and reschedule without charge.

13. We charge interest on late payments

If we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 5% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

14. Cyber Fraud

Please do not reply to or act upon any email you might receive purporting to advise you that our bank account details have changed. Please always speak to a member of staff acting for you to check any changes to payment arrangements.

15. We're not responsible for delays outside our control

If our supply of your service is delayed by an event outside our control, we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact us to end the contract and receive a refund for any services you have paid for in advance, but not received, less reasonable costs we have already incurred.

16. You have a legal right to change your mind

Your legal right to change your mind. For most of our services you have 14 days after the date we confirm your order to change your mind about a purchase, but:

- You lose the right to cancel any service, when it's been completed (and you must pay for any services provided up the time you cancel).
- Work (including preparatory work) or advice which we start at your request during the cancellation period cannot be cancelled once completed, even if the cancellation period is still running.

17. How to let us know and what happens next. If you change your mind, please contact us by emailing rachel@thedogswhiskers.org. We refund you as soon as possible and within 14 days of you telling us you've changed your mind. We refund you by the method you used for payment. We don't charge a fee for the refund.

18. You have rights if there is something wrong with your service

If you think there is something wrong with your service, you must contact us. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk. Remember too that **You have several options for resolving disputes with us.**

Summary of your key legal rights

If your product is **services**, for example advice for training or behaviour, 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.

19. We can change services and these terms at any time

20. We can suspend the supply of a service for any reason (which may include the cancellation of a session or we may end a session early - an alternative date for the session will be agreed with you).

We do this to:

- deal with technical problems or make minor technical changes;
- due to unforeseen staff sickness or injury;
- due to issues with the weather or safe access to the training / behaviour location;
- to ensure that the welfare of the dog is not compromised (including but not limited to the current health of the dog and the emotional wellbeing of the dog);
- update the service to reflect changes in relevant laws and regulatory requirements; or
- make changes to the service

21. We can withdraw services

We can stop providing a service for any reason. We let you know at least two days in advance and we refund any sums you've paid in advance for services which won't be provided. If the welfare of any animal, or person, is at risk we reserve the right to withdraw services with no notice.

22. We can end our contract with you

We can end our contract with you for a service and claim any compensation due to us if:

- you don't make any payment to us when it's due and you still don't make payment within two days of our reminding you that payment is due;

- you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the service;
- you use aversive methods on your dog (either within a training or behaviour session, or outside of it) including but not limited to physical or emotional abuse and / or the use of choke chains, half choke chains, slip leads, prong collars, e-collars, spray collars, tightening harnesses;
- if any dog/s under the contract do not respond well to the training or behaviour modification plan; or
- if you are rude, abusive or threatening to us, our staff, our volunteers, your dog or other animals and members of the public.

23. We don't compensate you for all losses caused by us or our services

We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control.** As long as we have taken the steps set out in the section **We're not responsible for delays outside our control.**
- **Avoidable.** Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.

24. Limitation of Liability

We shall not be liable for any consequential or indirect loss or damage or for any loss of profit or income arising in any circumstances whatsoever, whether in contract, tort, negligence, for breach of statutory duty or otherwise, and howsoever caused.

Our liability to you for any and all claims in contract, tort, negligence, for breach of statutory duty or otherwise, for any loss or damage, costs, expenses or any contractual or statutory interest howsoever caused arising out of or in connection with the services we provide or otherwise shall be limited in total to the sum you have paid for the services.

If we become liable to you in relation to any services we provide and any other persons or organisations are also responsible for any loss, damage, cost or expense you suffer, we will only be liable for the just and equitable proportion of loss, damage, cost or expense incurred by you after taking into account the extent of responsibility of you and others including in appropriate circumstances your other advisers and/or any other third party responsible to you and/or liable in respect of such loss.

If you do not claim against third parties who are also responsible for any loss, damage, cost or expense you suffer, and only claim against us, our liability will be reduced by the amount you would have recovered from them had you claimed against them.

You agree not to bring any claim against any individual member, employee and/or consultant of the Company in respect of loss and/or damage suffered by you arising out of and/or in connection with the services provided by us (including, but not limited to, negligence or non-performance of the services by us).

We will not be liable to the extent that our liability results from something you have done or failed to do (including but not limited to providing incorrect or insufficient information).

Nothing in these terms and conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation or any other matter in respect of which it would be unlawful for us to exclude or restrict liability

25. Intellectual Property Rights

As between ourselves we are the owner or licensee of the copyright and intellectual property rights in any documents, clauses or other materials that we produce for you.

All materials may be used by you only for the purposes for which we were instructed to prepare the materials unless we agree otherwise.

26. Confidentiality and Data Protection

We will keep your information confidential, unless:

- you consent to the disclosure of that information;
- disclosure of the information is required or permitted by law or regulatory requirements that apply to us; or
- these Terms of Business state otherwise.

Unless you otherwise request we may, in the course of providing our services, communicate via e-mail, zoom or telephone with you and other persons. You accept the security and other risks involved in such communications (including, but not limited to, the risk that such communications can fall into the hands of third parties and/or can be delayed or subject to transmission error and/or the spread of viruses). We do not accept any liability for such risks and if you find the risks involved unacceptable then you should advise us, in writing before we provide any services, not to use email, zoom or telephone as a method of communication in connection with the services. You agree that you will indemnify us in relation to any losses we incur which arise out of any fraudulent use of your email account.

We use your personal data primarily to provide services to you, but also for related purposes such as administration, billing and record keeping and to inform you of our services and events that we think may be of interest to you.

Our use of your personal data is subject to your instructions, the UK General Data Protection Regulation (UK GDPR), other relevant UK legislation and our professional duty of confidentiality. We maintain the strictest confidence with your details, however we reserve the right to report any situation that may compromise your pet's welfare or safety under current UK laws.

We do not endorse the use of physical or emotional punitive correction. Any health or welfare issues found to be of legal concern will be reported to the local government authority and/or RSPCA inspector and/or local Police where appropriate.

We may record telephone calls, zoom calls and monitor emails for training, regulatory and compliance purposes.

In the event of you making any complaint or allegation of professional negligence against the Company we reserve the right to disclose your documents to our insurers or their appointed representatives, and/or to our regulatory bodies.

By agreeing to us providing services for you, you are also agreeing that we may disclose your information to your veterinary surgeon, our insurers, our external advisors and our accrediting bodies.

27. We can use photographs of your animals

During training or behaviour consultations we may take photographs or videos of dogs learning and family members may be captured in these photos. These are to be used in both educational and promotional materials. By agreeing to our terms and conditions you give consent for the Company to use these materials as stated above including on social media and on our website.

We will not use photos with children in unless agreed with their parents/guardians.

28. You may be asked to provide a testimonial

If you provide a testimonial, you consent to this being published on our website and social media channels along with a photograph of your dog. If you would like your name or details to be redacted please let us know at the time of providing the testimonial.

29. We have the following disclaimers to the provision of our services

We cannot fully guarantee a 100% success rate with our training methods, all dogs are individuals and the rate at which a dog learns is determined by a number of factors.

Our methods are all kind, scientific and ethical. The learning process and behaviour changes are, however, never instant and take commitment from you to work compassionately and consistently with your dog in the long-term.

We are fully insured with Cliverton Insurance however any accident or injury during our training or behaviour session will not be covered if you have failed to use the appropriate equipment or failed to follow our advice.

We will not take responsibility for misinterpretation of advice. Many external factors influence a dog's behaviour and we cannot guarantee our training or behavioural advice will be successful without controlling all of these other factors.

We cannot take responsibility for behaviour of your dog outside of training sessions with us.

We strongly recommend that you have pet insurance including third party liability cover.

We shall not be responsible for any failure to provide services on any issue which falls outside the scope of our engagement for services.

30. You have several options for resolving disputes with us

We will do our best to resolve any problems you have with us or our services.

31. **Resolving disputes without going to court.** Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you're not satisfied with the outcome you can still go to court.
32. **You can go to court.** These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.
33. **We can transfer our contract with you, so that a different organisation is responsible for supplying your service.** We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.
34. **You can only transfer your contract with us to someone else if we agree to this.** We may not agree.
35. **Nobody else has any rights under this contract.** This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
36. **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
37. **Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.