

# Terms & Conditions

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By a) enrolling a dog with or b) permitting a dog to attend or c) accepting the Services of Learning & Understanding Canine Academy, the Client is deemed to have accepted these Terms and Conditions.

## Training Sessions

1. Our 1:1 Training Sessions last up to 1 hour from arrival to departure, however, sessions are based on quality rather than on the time allotted
2. With your agreement during a session, you/your family and your puppy or dog may be photographed and/or videoed for research, training progress, and for upload onto Learning & Understanding Canine Academy website and social media platforms; Facebook and Instagram feeds. If you do not want photographs of you and/or your dog to be used or shared, please inform us. Additionally, any feedback you provide, whether verbal or written (such as through email or feedback forms), may be used for marketing purposes. Please note that only your first name will be used for identification purposes.
3. While no guarantee can be made regarding individual results achieved by attending and/or participating in individual training sessions, Learning & Understanding Canine Academy can guarantee the service that you receive. Results depend upon many factors, including (but not limited to); the dog's behaviour, breed or characteristics, the dog's previous history, effective management, the client's training ability and the client's commitment.
4. Children are welcome to attend individual training sessions as long as they are accompanied by a responsible adult. It is important to note that we cannot take responsibility for the safety of children during the sessions. We kindly ask that supervising adults ensure that the children are safe at all times. Young people under the age of 16 must be accompanied by an adult.
5. During training sessions, only positive force-free methods will be used. Learning & Understanding Canine Academy does not endorse the use of aversive methods (e.g. shock collars, physical punishment, choke chains etc) whatsoever. Should it be identified that the Client knowingly uses aversive methods with their dog, all subsequent training sessions will be cancelled without any refund.

## Training Policy

1. By enrolling a dog in Training with Learning & Understanding Canine Academy, the client is deemed to have read and accepted the Training Policy. If a client, at any time, is found

to break any clauses in the Training Policy, Learning & Understanding Canine Academy reserves the right to cancel any training programmes and individual sessions without refund.

## **Health & Behaviour**

1. You understand and accept that your dog (and its behaviour) remains entirely your responsibility at all times, whether or not in the presence of the trainer/ behaviourist. Any characteristic, trait or behavioural history that might make your dog unsuitable for individual training sessions must be disclosed to the trainer as soon as possible. Please disclose if your dog experiences signs of reactivity, and/or aggression towards people and/or other animals.
2. Should the Client's puppy or dog be deemed to be unsuitable for any training programme, Learning & Understanding Canine Academy reserves the right to cancel the booking indefinitely, with immediate effect.
3. The Client takes full responsibility for their dog/s behaviour at all times, including when off-lead and in public spaces.
4. The Client agrees to ensure that their dog/s will be kept up to date on all vaccinations, de-worming and de-fleaing.
5. Please advise us in advance of your session if your dog has been in contact with another dog infected by a contagious disease or if they appear to be unwell (eg. vomiting, diarrhoea, coughing, etc).
6. If your dog has any known allergies or intolerances to certain foods or has any other special dietary needs, it is your responsibility to bring this to the attention of the trainer prior to the start of your session.
7. In any situation where dogs are in close contact with each other, there is some risk of the transfer of infectious diseases, including kennel cough, and this is the case with bringing your dog(s) to a group training session. Vaccinations reduce, but do not eliminate, the risk of infection. Therefore, by attending any group training events you understand the risk and in the event of your dog becoming ill, cannot undertake a claim against Learning & Understanding Canine Academy.
8. The Client agrees to make any accompanying person to the training session(s), or takes the Client's place aware that they are also in attendance at their own risk.
9. The Client agrees that Learning & Understanding Canine Academy cannot be held liable for accident, death or injury to their dog during individual training sessions. By booking with us, you agree to assume full responsibility for any risks, injuries, or damages that may occur as a result of attending our training sessions

## **Payment, Bookings & Cancellation**

1. Payment for your selected training programme is required in advance of your first session and within 7 days.
2. If you need to cancel or reschedule, we kindly request that you inform up to 48hrs before your scheduled appointment. Failure to do so will result in full payment for the session. Exceptions may be made at our discretion. Thank you for your cooperation and understanding.
3. If you cancel a training programme booking within 5 days of making payment, you will receive a refund minus a processing/admin fee of £30.
4. Whilst we strive to avoid changes and cancellations of your sessions, Learning & Understanding Canine Academy reserves the right to cancel or change an appointment at any time by notice with immediate effect. Your session will be rescheduled at the next available opportunity, or a refund issued if this is not possible.
5. Your dog's welfare is paramount, therefore if a training session needs to be cancelled due to extreme weather conditions (hot/cold/wet) your session will be rescheduled accordingly.
6. All training packages must be completed within a three-month period. Any unused sessions after this time will expire. However, we understand that exceptional circumstances may arise, and we may be able to reschedule these sessions upon request. If you have any concerns or questions regarding your training package, please do not hesitate to reach out to us. We are always here to help and ensure your satisfaction.
7. The preferred method of payment is BACS Transfer or Paypal.
8. If you are paying for a training programme over multiple installments then you are liable for, and committed to, making ALL the agreed installment payments.
9. On cancellation for any reason, the Client shall immediately pay to Learning & Understanding Canine Academy all of the outstanding unpaid invoices and interest and, in respect of services supplied but for which no invoice has been submitted, Learning & Understanding Canine Academy shall submit an invoice, which shall be payable by the Client immediately on receipt.

## **Limitation of Liability**

1. The Client takes responsibility for any costs which may be incurred, by either veterinary or other, as a result of any damage, accident, sickness or death caused to or by their dog

and will pay any such costs or expenses on demand.

2. Nothing in the Contract shall limit or exclude Learning & Understanding Canine Academy liability for:
  - a. death or personal injury to a human being caused by its negligence, or the negligence of its employees, agents or subcontractors; fraud or fraudulent misrepresentation; or breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
3. Subject to Limitation of Liability: Clause 2, Learning & Understanding Canine Academy shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
  - a. loss of profits;
  - b. loss of sales or business;
  - c. loss of agreements or contracts;
  - d. loss of anticipated savings;
  - e. loss of damage to goodwill; and
  - f. any indirect or consequential loss
4. Force Majeure. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control.

### **Additional Clauses**

1. **Entire Agreement**
  - a. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
  - b. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
2. **Variation.**

No variation of the Contract shall be effective unless it is in writing and notified or accepted by Learning & Understanding Canine Academy.
3. **Waiver.**

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

  - a. waive that or any other right or remedy; or
  - b. prevent or restrict the further exercise of that or any other right or remedy.

4. **Severance.**

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

5. **Notices.**

a. Any notice or other communication given to a party under or in connection with the Services shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email to the correct addressed email address if sent delivered-read (so email delivery and receipt can be acknowledged).

b. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the Client's address provided by him/her; if sent by pre-paid first class post or other next working day delivery service to the same address, at 9.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email one business day after transmission

c. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

6. **Third parties.**

No one other than a party to the Contract shall have any right to enforce any of its terms.

7. **Governing law.**

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

8. **Jurisdiction.**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

9. **Disclaimer.**

Please be advised that while we make every effort to ensure the safety of our clients and their dogs during training sessions, participating in activities with dogs, children, and adults inherently carries a risk of injury.

Thank you for taking the time to read our Terms & Conditions, we look forward to working with you.