



# OCEAN TAILS TRAINING

## 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 **Ocean Tails Training** and its team, 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, we base our sessions 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 **Ocean Tails Training's** website, Facebook and Instagram feeds. Please advise us if you DO NOT agree to this material being used for this purpose.
3. While no guarantee can be made regarding individual results achieved by attending and/or participating in **Training Classes, Sessions, Programs or Packages**, **Ocean Tails Training** 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.

### Training Policy

1. By enrolling a dog in Training with Ocean Tails Training, 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, Ocean Tails Training reserves the right to cancel any **packages, sessions or classes** without refund.

### Health & Behaviour

1. The Client has explicitly confirmed that they have made full and frank disclosure of any characteristic, trait or behavioural history that might make their dog unsuitable for **training sessions, classes or programs**. Please do not knowingly book a dog that shows aggression or nervousness onto training classes. Please contact us if you are not sure whether a class is suitable

for your dog.

2. Should the Client's puppy or dog be deemed to be unsuitable for any class or program, **Ocean Tails Training** 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. To ensure a safe and responsible dynamic, Females in season generally cannot attend classes or group program/s for at least **4 weeks**.. Where an online class is available, **Ocean Tails Training** will ensure that females in season are able to attend online to avoid disruption to training.
5. The Client agrees to ensure that their dog/s will be kept up to date on all vaccinations, de-worming and de-fleaing.
6. If fleas, ticks or lice are noticed on the Client's dog, the Client will receive immediate communication to seek advice from their vet and will be asked to leave classes if isolation is not possible.
7. In any situation where dogs are in close contact with each other, there is some risk of the transferal of infectious diseases, including kennel cough, and this is the case with bringing your dog(s) to a group class. Vaccinations reduce, but do not eliminate, the risk of infection. Therefore, by attending classes you understand the risk and in the event of your dog becoming ill, cannot undertake a claim against **Ocean Tails Training**.
8. The Client agrees that **Ocean Tails Training** cannot be held liable for accident, death or injury to their dog during training sessions, classes or programs.

### **Payment, Bookings & Cancellation**

1. Payment for your selected package is required in advance of your first session and within **48 hours** OR the date specified on the invoice.
2. We require a minimum of **48 hours** cancellation notice. For cancellations within **48 hours** or non-appearance, the full rate will be charged, if possible we may be able to rearrange the session but this is not guaranteed.
3. Refunds will not be made in any circumstances if you have been given access to online program materials.
4. Whilst we strive to avoid changes and cancellations of your sessions, **Ocean Tails Training** 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. All sessions contained within a training package must be taken within 3 months from the booking date. There will be no refunds, or partial refunds, for expired sessions.
6. There will be no roll-ons for non-attendance or refunds issued for classes missed by the Client during a Class Course. Therefore, if the Client does not attend with their dog for any reason, for example, due to holiday or sickness, the class fee is still payable in full.
7. The preferred method of payment is **via Bank Transfer. Stripe and Paypal** are also accepted.

8. If you, with Ocean Tails Training discretion, have been offered to spread the payments for a **product/service** over multiple installments then you are liable for, and committed to, making ALL the installment payments. You cannot cancel or walk away with installment payments outstanding.
9. If the Client fails to make any payment due to Ocean Tails Training by the due date for payment, then the Client shall pay interest on the overdue amount at the rate of **8%** per cent per annum above Barclays Bank Plc's base rate from time to time. Such interest shall accrue daily from the due date until the actual payment of the overdue amount, whether before or after judgement. The Client shall pay the interest together with the overdue amount plus all additional administrative, debt collection costs and legal fees incurred.
10. The Client shall pay all amounts due in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Ocean Tails Training may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by Ocean Tails Training to the Client.
11. On cancellation for any reason, the Client shall immediately pay to **Ocean Tails Training** all of the outstanding unpaid invoices and interest and, in respect of services supplied but for which no invoice has been submitted, **Ocean Tails Training** 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 **Ocean Tails Training's** 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, **Ocean Tails Training** 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 **Ocean Tails Training** (or its appointed director(s)).

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.