

TERMS AND CONDITIONS

TRAINING SERVICE AGREEMENT

Introduction to T&C's

At CDBTS, we aim to run our classes in a professional and safe way that is enjoyable for all, including the dogs. The welfare of all attendees' is paramount and for this reason some dogs may not be able to participate or may be unsuitable for group / class-based training in the first instance. Dogs with certain behavioural problems could be made worse by such participation. We do not want to hinder the learning process for both dogs and owners, if it becomes evident that the class environment is not conducive for certain individuals and or dogs and will prevent progression of others, the management retain the right to exclude or have removed such dogs and or individuals. If you are concerned as to whether your dog is suitable to attend group sessions, please speak to the management before booking a place on the group training sessions. Please be assured that we are able to offer help to all dogs in these circumstances, but it may not be in a group / class situation. *(See private tuition 1-2-1 training)*

"Any participation in our services will constitute acceptance of this agreement" if you do not agree to abide by the terms and conditions then please do not use the services provided.

T & C's

By placing a booking, you have deemed to have read, understood and accepted the terms and conditions. Completion of the booking process and acceptance of our terms and conditions forms your contract with us.

Dog training facilities:

- **On arrival** at the site, please **KEEP YOUR DOG SECURE IN YOUR VEHICLE** until you have booked in at the reception area for your lesson / class and been given instruction.
- **PLEASE** respect our neighbours' privacy and try to **KEEP NOISE to a MINIMUM**.
- **DO NOT** allow your dog(s) to bark incessantly, whilst in your vehicle or when in attendance at the training centre.
- **DO NOT** Allow your dog to exit your vehicle without being on a lead.
- **YOU MUST** maintain control over your dog **at all times** whilst on the centre grounds.
- **Please ensure** all gates are **CLOSED AND SECURE** when moving around the site.
- **KEEP YOUR DOG ON A LEAD at all times** unless otherwise directed or instructed by the trainer.
- Your dog must be comfortable in the close proximity of other dogs and people. *(Dogs that are known to be or may be aggressive in the presence of, or to other dogs or persons, will not be accepted in the standard training sessions: Obedience or Agility training)*
- If in the event that your dog is unsuitable for the class environment once the course has started, you will be asked to remove the dog. You may still be in attendance without your dog, to enable you to observe and implement the training process at home with your dog. *(Should you decide not to attend in these circumstances, **no refunds can be made.**)*
- Only one person / handler will work the dog during the training session.

Your responsibilities'

- **You are responsible** for the behaviour and actions of your dog **at all times**, whilst attending at the training facilities and during training sessions.
- **Switch off / place on silent** your mobile phone during classes/sessions.
- **YOU MUST** notify us of any underlying medical or dietary conditions that may affect your dog's participation in classes.
- **ALL DOGS MUST BE** fully vaccinated, **it is your responsibility** to ensure your dog is fit and healthy to attend training. If in doubt consult your veterinarian.
- Please respect the personal space of other dogs and ensure you stand at an appropriate distance from the dog and owner until the trainer advises the correct social introductions.
- Vehicles are parked at the owner's risk. We do not hold responsibility for the parking of your vehicle on our premises. We do not accept any responsibility for theft or damage or liability for injury, loss or damages that may occur when using the designated car parking area or whilst training.
- **You will be responsible for all your own equipment** which you may bring to the training centre; we will not accept responsibility for its loss or damage howsoever caused.
- It is the responsibility of all attendees to ensure that they allow themselves sufficient time to arrive and are on site in time for the start of the classes. Should you arrive late you may not always be permitted to join in the class.
- It will be the owners / handler's responsibility for ensuring that they do not trip/ fall over any leads, lines or other equipment that may be used during the training process.
- Suitable and appropriate clothing **will be worn at all times** by the owners/ handlers, as the majority of training will take place in the outside environment *(inside working will take place once a large poly tunnel has been installed and erected on site)*. It is the responsibility of the attendee to have suitable wet weather clothing should the need arise due to inclement weather.

- Appropriate footwear **does not include High Heeled shoes or boots, open shoes and sandals, these will not be permitted when working or training with the dog.** Due to the nature of the surface you will be expected to walk and work on, flat soled, shoes and or welling boots, rubber boots and sturdy footwear should be worn.
- Being out on the training field brings the risk of trips and falls as the ground is of slight uneven surface in places, you hereby accept all risks associated with working on the grass field whilst training with your dog or whilst in the rubberised training arena.
- **The training equipment is designed for dog use only;** Puppyscise and CDBTS dog training do not accept responsibility or liability for injury, loss or damages that may occur whilst using the equipment. You will use as instructed or directed.
- Puppyscise and CDBTS dog training do not accept responsibility or accept liability for injury, loss or damages which may occur whilst owners and or dogs are upon and or using the site for such dog training purposes.
- Due to the active nature of dog training we ask that you pay due care and attention to your safety and that of others.

Toileting for dogs

- **You are required to clean up after your dog**, should they need to toilet. (*You are expected to have exercised and toileted your dog prior to attendance at the venue.*) Should the dog toilet, **please bag it and take the bag and contents with you when you leave the site.** *Ensure you have suitable poo bags with you when in attendance.*
- **DO NOT** allow your dog to pee in the training area (*Separate area set aside for this*) **or on any Training equipment-** accidents do happen, so let the trainer know, so that the area/ equipment can be washed down.
- Bitches in season **WILL NOT BE PERMITTED** to attend classes, during this period. Should your dog come into season unexpectedly during the time of your booked course, you will be encouraged to attend the classes yourself without your dog so that you do not miss any of the course content. (*If you decide not to attend, the course fee is non-refundable or non-transferable.*)
- Dogs suffering from any contagious illness, including Kennel Cough, **MUST NOT ATTEND** classes until at least 6 weeks after the symptoms have ceased. You will be encouraged to attend the classes yourself without your dog so that you do not miss any of the course content. (*If you decide not to attend, the course fee is non-refundable or non-transferable.*)

Puppy training

- Puppies attending training courses / sessions may attend 1 week after their first vaccination **as long as** your vet agrees of such attendance. *The disease risk varies all the time, so it is vital that seek approval of your vet in the first instance. It will be assumed that you have done this when booking for the puppy course training.*
- Due to the nature of training dogs we ask that you pay due care and attention at all times to your own safety and that of others. You will be deemed responsible for your dogs and its actions.

Course training and content

- CDBTS training, reserve the right to change and or modify the content of the course, training sessions, timings, dates, instructors. We do try to avoid this as much as possible but due to unforeseen circumstances and situations this is sometimes unavoidable, particularly when working outdoors, changes in the weather may mean that training may not be suitable, meaning that we may have to cancel or postpone planned training. If we know in advance we will try to give you sufficient notification; however, weather can change by the hour. We will endeavour to give you a least an hour's notification (if not longer) by Text or email. We will then try to reschedule all bookings to an alternative week or course date. CDBTS will not be liable for any losses or expenses arising from amendments to the course or cancellations due to this nature.
- We restrict then number of attendees to provide appropriate learning and participation time for each attendee and dog. Booking in advance guarantees a place on the course subject to availability.
- **You must not knowingly** book a dog that shows aggression or severe nervousness onto a training course, **UNLESS** it is specifically attending a course to address these issues. **If you do not** advise us of a potential problem and your dog displays unwarranted aggression **you will not** be entitled to a refund should you and the dog be asked to leave.
- If we have discussed and agreed that the dog can attend, but it transpires that the dog is not suited to the class environment, we will offer you an alternative arrangement to address this problem (*which may be subject to additional costs to fee already paid.*)
- When moving around with your dog on site, **be considerate of other dogs and owners**, do not block gateways and allow plenty of room for other dogs, owners/ handlers to pass by safely.
- On arrival **do not** allow your dogs to play together prior to or after the lesson, this can over excite a dog and cause lack of attention during the training session.
- Dogs should not be permitted or allowed to lunge at or jump up onto persons or other dogs.
- CDBTS will take all reasonable precautions to prevent the risk of you or your dog being bitten, **however dog training is not without risk** particularly when in the presence of unknown dogs. Therefore, participation in training and behavioural services is **AT THE OWNERS RISK!**
- All training will be conducted by qualified and or accredited and experienced trainers / Instructors, whom have the necessary skills and abilities to give instruction.
- It is the responsibility of the owner to train the dog in other environments as recommended other than at the training facilities in order to progress the dog in its learning process.

- We do not hold any responsibility if the training methods do not work, the training will only succeed if continuous training is adopted throughout the dog's life.
- Unless otherwise notified to us we will assume that both dog and owner are fit and capable of completing the training when booking for courses or sessions.
- We reserve the right to request or ask the attendee to leave the facilities at any time, if they are disruptive to the learning environment or rude or aggressive to others including the trainers. If requested to do so the course fees will not be refunded.

1-2-1 training private tuition

- The trainer agrees to provide private lessons for the client and dog on a lesson-by-lesson basis, the goal is to teach the client how to obedience train and work with the dog. These lessons will take place at the TRAINING FACILITIES and or other environments deemed necessary for the development of the dog with its particular issues or problems. The trainer will make every reasonable effort to help the client achieve training and behaviour modification goals but makes no guarantee of dog's performance or behaviour as a result of providing professional dog sessions. The client understands that he /she and members of the household must follow the trainer's instructions without modification, work with the dog either daily or as recommended by the trainer, and constantly reinforce the training behaviour being given to the dog.

Additional T&C's agility

- Footwear and clothing must be appropriate to complete the Agility element of training. High heels open shoes; flip flops etc will not be permitted. For ladies' trousers and jeans would be more appropriate, unfortunately skirts and long flowing garments could pose a Health and Safety risk when negotiating around the equipment / course.
- You will be asked to sign a disclaimer against injury to yourself or dog during attendance on the agility training. It will be the owners' responsibility to ensure that you do not put yourself or the dog at risk whilst doing the training, when using the equipment or facilities.
- The course will be held outside and care will need to be taken when moving around on varying working surfaces. It will be the owners' responsibility to ensure that they are well balanced and under full control at all times.

DATA PROTECTION

- The information that you supply to us either verbally or in writing will only be used by us to record and store your personal information for the purposes of recording your attendance at the training facilities: this is for insurance and administration purposes as under 'GDPR' 2018. **It will not be used or given to any third party unless you consent to such use.**

Photo and video

- By agreeing to the terms and conditions you give CDBTS training, permission to use, publish in print, electronic or in video format the likeness or image of you and or your dog. You release all claims against us with respect to privacy rights, publicity rights, copy right ownership and publication, including any claim for compensation related to the use of such materials.
- Photography and videoing **is not permitted by other attendees during classes, (unless this is part of training plan agreed with the instructor prior to commencing the training) should you wish not to be photographed or videoed** by the training school, please bring this to the attention of the Instructor prior to the commencement of training.

Bookings, Payments & Cancellations

- Payment of fees should be made at the time of booking a course / session. Payment can be either by direct payment into the business account (Bacs / bank transfer) or alternatively by way of cash (*cheques are no longer acceptable as a form of payment*) **if paying by cash** then the full amount **will be payable** on the first confirmed booked attendance date. If using this method, non-payment will incur a penalty charge of 8% plus the BOE (Bank of England) base rate for every month monies are outstanding. Whether you attend or not, **once the booking has been confirmed either verbally or in written form you will be liable for payment in full.**
- We cannot guarantee a place on a course unless prior payment has been made, via an online BACS payment, a bank transfer or in cash* (on agreement*)
- Under the Consumer Protection (Distance Selling) Regulations 2000, **you may cancel** your purchase **within a 7 working day period** beginning on the day after booking the course or once we send you confirmation of booking. **HOWEVER**, there is **no right of cancellation** where the class, 1-2-1 or behavioural consultation **begins within this seven-day period.**
- Once you have booked your dates and or course, these dates will be fixed. For you and your dog's benefit we recommend that your dates run consecutively for at least the first 6 weeks/sessions. (*Once your dates are selected by you and confirmed by us, then they are fixed*)
- We cannot change dates within a fourteen-day period prior to your first class/ session or at any point during those dates that you have chosen. We offer quality training and in order to provide such a service we need to maintain this level of service to all our clients. We have to ensure that we have enough booked slots and that we do not over book the slots.
- Cancellation **must be made by email, or telephone as stated below.**

- Cancellations will be subject to
 1. Cancellation of a booking must be at least 14 days in advance of the start date of a course of 6 classes, or a 1-2-1 session or behavioural consultation, otherwise your booking fee will be forfeited, and you will be charged the full fee. Therefore, we *regret* that no refunds can be considered unless in extreme circumstances it can be justified.
 2. Cancellations over 14 days of the start date, payment will be refunded (*minus an administration fee of £10.00, Sadly our expenses are not reduced due to your non-attendance; we still have insurances, over heads, transaction and administration fees regardless*)
 3. If the attendee fails to attend the course or 1-2-1 training session, the full course fee or 1-2-1 training fees are still payable.
- Cancellations: courses and training sessions **are non-refundable and non-transferable** unless we receive a minimum of 14 days' notice (this can be by way of: written, email, with conformation of receipt of such by ourselves) prior to the course date or training session.

Transfer of course dates

- Requests for transfer to an alternative class can only be made up to 14 days' notice and may incur an additional fee. **However, transfers are subject to availability** and Puppypcise and CDBTS are not obliged to ensure suitable alternative dates are available.
- Please note that we cannot consider postponing your booked course to another date once the course you have booked on has been commenced, as we will not be in a position to offer your place to someone else, once the course is up and running. If you wish to take another place on future courses, you will need to register and re-book again and pay the appropriate fees.

Liability and Insurances

- **Owners are advised** to have appropriate pet insurance cover that includes **third party (dog) liability cover**. Puppypcise and CDBTS have adequate Public liability and relevant business insurance policies in place. Fully insured with Pet Business insurance (LRMS)
- These terms and conditions are binding on the client, spouse of the client, and children of the client, heirs, assignees and legal representatives, and will not make claim against Puppypcise and or CDBTS unless legally empowered to do so.
- The use of information or advice given in connection with training of dogs and owners or within the training environment **is not limited to** any liability for errors, inaccuracies, omissions or misleading or defamatory statements.

On site Attendance / Training agreement:

Puppycise / CDBTS in Dorset

I / we (hereinafter referred to as the client) have voluntarily employed Puppycise / CDBTS in Dorset, to assist in the training of my dog(s)

Client name:

I (client) understand that Puppycise / CDBTS in Dorset will work with me and my dog(s) using dog training techniques and dog training knowledge to the best of their knowledge and abilities that best fits our needs, and that successful training requires a combination of learned skills on the part of the owner and dog.

By participating in the training either on a 1-2-1 basis, group basis, agility training basis, or any other forms of specialist training offered, I /we accept full responsibility for the actions of my/our dog(s) and accept full responsibility and liability in any event.

I (client) agree that I/we accept full responsibility whilst attending at or whilst being taught by the Instructors and or trainers of Puppycise / CDBTS in Dorset.

I/we will not make claim against or sue for injury, damage or loss done to my dog or by other owners' dog(s) or for personal injury, damage or loss, suffered as a result of using the services and facilities offered in the course of dog training resulting from any action or negligence, however caused by the trainer / instructor or management of Puppycise / CDBTS in Dorset.

I /we forever release Puppycise / CDBTS in Dorset, from any and all liability and demands which I /we may make and assume all risks thereof.

This signed agreement is binding on the client, spouse of the client, and children of the client, heirs, assignees and legal representatives, and will not make claim against Puppycise and or CDBTS unless legally empowered to do so.

This signed agreement supersedes all prior discussions, representations, warranties and agreements of the parties, and express the entire agreement between clients and trainers regarding matters described above. The parties confirm that, except that which specifically written in the terms and conditions, no promises, representations or oral understanding have been made with regard to the dog or anything else. Without limiting the generality of the foregoing, the client acknowledges that the trainer has not represented, promised, guaranteed or warranted that a dog will never bite, that the dog will not be dangerous or vicious on any future occasion, that the dog will not exhibit behavioural problems, or that the result of the training undertaken will result in lasting changes for any particular amount of time.

The use of information or advice given in connection with training of dogs and owners or within the training environment **is not limited to** any liability for errors, inaccuracies, omissions or misleading or defamatory statements.

Signed:

Date: