



**1. Appointment**

You appoint **Linda Ryan trading as 'Inspiring Pet Teaching'** ("**Inspiring Pet Teaching**" or "**We**") as your provider of those pet behaviour counselling, pet behaviour modification and/or training services, details of which are set out in the Key Facts: Part 1 (the "Services"). The Services will start on the date set out on the Booking Confirmation Email ("Start Date") and will continue until the appointment expires or is terminated in accordance with the provisions of these terms.

**2. Inspiring Pet Teaching's Obligations**

In consideration of the payment of the fees detailed below, we shall use all reasonable endeavours to provide the Services and any further services agreed between us in writing from time to time.

**3. Fees**

- 3.1. You agree to pay us the fees set out in the Booking Confirmation Email during the term of this Agreement, or as may be agreed between us in writing from time to time ("Fees"). Unless otherwise agreed and set out in the Booking Confirmation Email, Fees for the Services should be paid in advance at the time of booking by BACS transfer, and at least 14 days in advance of the Start Date for Services. No refunds shall be given other than as set out in clause 7 below.
- 3.2. You agree that if you have purchased a discounted training package, that package must be fully used within 4 months of the first paid lesson/session, after which, Services will revert to full price and the balance is payable by you. Subject to clause 7 below, cancellations within 5 days of commencement of the Services, or cancellation of a session less than 5 days before it is scheduled will incur a minimum administration of £80, and pre-paid packages will not be refunded once the Services have commenced. In the event of your postponement of a lesson/session of the Services, all attempts will be made to reschedule to a mutually convenient time, but reasonable fees may be incurred for the original appointment if postponed by you at short notice, or the slot cannot be filled.
- 3.3. If you fail to pay us in accordance with this Agreement, you shall also reimburse us for all reasonable expenses (including legal fees) incurred by us in collecting any unpaid amount together with default interest on late payments at a rate equal to 3 % per year above the base lending rate of the Bank of England from time to time.
- 3.4. No shows or late attendance count as a full session, and no refunds will be given. In the event of lateness or a no show, and without prior communication with *Inspiring Pet Teaching*, we will wait for 15 minutes before leaving the agreed session location. Late attendance to a session will not mean a late finish time - sessions will end at the planned time regardless.

**4. Your**

**Obligations/Acknowledgements**

- 4.1. We will need certain information from you about your pet, your home and your lifestyle in order for us to provide the Services and for you to take specific steps all as set out in the Key Facts Sheet. We accept no liability in the event that you suffer any loss due to inaccurate information regarding your pet or if you fail to take the recommended steps. If you do not, after being asked by us, provide us with this information, or you provide us with incomplete or incorrect information or fail to take the necessary steps, we may make an additional charge of a reasonable sum to cover any extra work that is required. We will not be liable for any delay or non-performance where you have not provided this information to us or taken the requested steps after we have asked.
- 4.2. You undertake to keep your pet with you, under close control and on a lead and/or contained at all times, and not to allow any unplanned animal/human or animal/animal interactions before, during, or after one-to-one and/or group sessions which form the Services. You also agree to follow *Inspiring Pet Teaching's* reasonable instructions pertaining to yourself, your pets, or any other person/animal's health, safety and welfare, before, during or after one-to-one and/or group sessions which form the Services. If attending group classes, you agree to take all recommended measures to ensure the health and safety of your pet and others (e.g. vaccination, internal and external parasite prevention/control, third party insurance, etc.).
- 4.3. We may provide you with advice regarding products for your pets, however, you will be responsible for purchasing such products on your own behalf. You understand that the recommendation of any other product or service is not a guarantee of your satisfaction with that product or service, or of its safety and/or efficacy.
- 4.4. By asking *Inspiring Pet Teaching* to provide the Services, you give permission for *Inspiring Pet Teaching's* trainer/behaviourist, or representative, to work with/train your pet, using kind, fair and evidence-based methods, and to physically handle and feed your pet.
- 4.5. You accept full responsibility for keeping your personal possessions safe, including your pet and any equipment, and, subject to clause 9 below, agree not to hold *Inspiring Pet Teaching* liable for any loss, damage, theft, injury before, during or after the provision of the Services.
- 4.6. You understand and acknowledge that, despite the best endeavours of *Inspiring Pet Teaching*, the Services do not have

a guaranteed outcome. You acknowledge that the Services, such as training/behaviour modification plans, are subject to change; require time, work and commitment from yourself; and that multiple sessions may be necessary.

- 4.7. You acknowledge that you are satisfied with the level of training and qualifications of *Inspiring Pet Teaching* and the level of our professional business insurance, and that *Inspiring Pet Teaching* will stay within their professional remit, referring you onto other professionals if/when necessary.
- 4.8. You understand and agree that *Inspiring Pet Teaching* may involve a student of pet behaviour or training in the provision of the Services. Such student may accompany *Inspiring Pet Teaching* to any sessions involving you or your pet and have access to your file, for the purposes of learning more about the Services *Inspiring Pet Teaching* provides. However, *Inspiring Pet Teaching* will supervise such student and remain fully focused on the provision of the Services to you.

#### 5. If there is a problem with the Services

- 5.1. In the unlikely event that there is any problem with the Services, please contact us and tell us as soon as reasonably possible. We will use every effort to resolve the problem as soon as reasonably practicable provided it relates to the Services.
- 5.2. If you are a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

#### 6. Copyright

If we provide you with manuals or other information, we or the third party author will own the copyright, design right and all other intellectual property rights of the product and any drafts, drawings or illustrations we make in connection with the Services for you.

#### 7. Your 14 day 'cooling off' right to cancel

- 7.1. If you decide to cancel the contract in line with your 'cooling off' rights mentioned on the Booking Confirmation Email, you need to let us know that you have decided to cancel. The easiest way to do this is to e-mail us at: linda@inspiringpets.com. If you send us your cancellation notice by e-mail, then your cancellation is effective from the date you send us the e-mail to us.
- 7.2. Unless you have already received part of the Services (in which case we will deduct the amount due for them, along with an £80 administration fee), if you cancel your contract we will:
  - 7.2.1. refund you the price you paid for the Services; and
  - 7.2.2. make any refunds due to you as soon as possible and in any event within 14 days after you inform us of your decision to cancel the contract.

- 7.3. An exception to the above is made if your Start Date is within the 14 day "cooling off" period, in which case you must tick the box saying: "Please provide the service to me immediately. I acknowledge that I will lose my right to cancel the contract if the Service commences within 14 days of this Booking Confirmation Email".

#### 8. Termination

- 8.1. Either party has the right to terminate this Agreement immediately at any time by giving written notice to the other party in the event that:
  - 8.1.1. the other party commits a material breach of this Agreement which cannot be remedied or a breach capable of being remedied and fails to remedy the breach within twenty one (21) days of a written request to do so; or
  - 8.1.2. the other party is the subject of a bankruptcy order (if an individual) or becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors or if any of the other party's assets are the subject of any form of seizure, or the other party goes into liquidation or a receiver or similar officer is appointed over the other party's assets.

#### 9. Limitation of liability

- 9.1. Neither party shall be liable to the other in contract, tort (including negligence) or otherwise for any indirect loss of profits, business or anticipated savings, or for any indirect or consequential loss or damage whatsoever. Further, you agree not to hold *Inspiring Pet Teaching* liable for any unwanted sequelae and/or health problems resulting from the provision of foodstuffs and/or toys given to your pet with your permission.
- 9.2. Nothing in this Agreement shall exclude or restrict either party's liability for fraud, death or personal injuries resulting from the negligence of that party or of its employees while acting in the course of their employment.
- 9.3. Subject to clause 9.2 above, you acknowledge that you have been told by *Inspiring Pet Teaching* and understand that there are inherent risks of owning/handling pets, including, but not limited to, the risk of bites to yourself or others. You agree that you are and will remain responsible for the actions of your pet at all times and you hereby agree to indemnify and hold harmless *Inspiring Pet Teaching* in full for any and all claims of injury to humans or animals, expense, costs or damages to property, whether your own, that of *Inspiring Pet Teaching* or any other third party, caused by the actions of your pet while under *Inspiring Pet Teaching* instruction or control, under your own care, or any relevant agent, or as a result of following training instructions.

9.4. *Inspiring Pet Teaching* will endeavour to create as safe an environment as possible for the training of your pet and will offer only sound, safe, and responsible behaviour and welfare advice, training and training or instructions. However, subject to the other provisions of this clause 9, you recognise that *Inspiring Pet Teaching* is not responsible for any unintentional errors, omissions, or incorrect assertions.

9.5. Subject to the preceding paragraphs of this clause, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to the Fees paid for the Services.

## 10. How we use your personal information

10.1. We only use your personal information in accordance with our [Privacy Policy](#) and the [[Code Professional Conduct for Veterinary Nurses](#) / [Code of Conduct for Certificated Clinical Animal Behaviourists](#)] (please see embedded links for details).

Please take the time to read our Privacy Policy [and the Code(s) of Conduct], as they include important terms that apply to you. You give your permission for salient information to be shared with your veterinary surgeon/the veterinary practice you are registered at and/or any tertiary clinics involved in your pet's care. You give permission for *Inspiring Pet Teaching* to discuss your pet and situation with your vet, and to elicit salient information from your vet's practice.

10.2. You confirm that the information contained in the Client Registration-History Form you have completed is true and correct. You agree that this information has been collected for the sole purpose of training/behaviour modification with my pet/human education, and understand that this information will be kept confidential by *Inspiring Pet Teaching*, and it will not be shared with any third parties or used for any other

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purpose (except those stated in clauses 10.1 and 4.8), unless legal, ethical, welfare or safety concerns preclude this.

10.3. You give permission for any photographs, video or sound recordings, or combination thereof, to be (anonymously) used in *Inspiring Pet Teaching's* promotional material(s) and/or for *Inspiring Pet Teaching* to use for teaching purposes.

## 11. Miscellaneous

11.1. **Contacting us:** You can e-mail us at [linda@inspiringpets.com](mailto:linda@inspiringpets.com) or contact us by telephone on 07985 905 183.

11.2. **Waiver:** If we fail or delay in exercising a right we have under this Agreement, it does not mean that we will not enforce it at a later date.

11.3. **Entire Agreement:** This Agreement contains the whole Agreement between the parties relating to its subject matter and supersedes all previous written or oral agreements relating to it.

11.4. **Severance:** If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect. The parties shall seek to amend such provision in such reasonable manner as achieves the intention of the parties without illegality.

11.5. **Third Party Rights:** No person who is not a party to this Agreement shall have any rights to enforce its provisions.

## 12. Law and Jurisdiction

This Agreement (and any non-contractual obligations) shall be governed by and construed and interpreted in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.