



Terms and Conditions 2020



Overview & Purpose

The purpose of these Terms & Conditions is the interest of safety, responsibility and welfare for our clients, their pets, the assessor or trainer and the business.

We reserve the right to change these terms and conditions at any time. Any changes will take immediate effect and it is the responsibility of our clients to read these. You agree to this and all the other terms, conditions and policies by signing up to a service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalised have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this Disclaimer:

- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Cookies Policy) refers to Pooch Paws and Katey Aldred.
- **You** means the individual accessing the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.
- **Website** refers to www.poochpaws.co.uk (Pooch Paws).
- **Service** refers to the Website.

Behaviour & Training Policy

This service is aimed at helping people to overcome behaviour problems they are experiencing, to train their dog or both.

All behaviour clients including one-to-one proactive paws **MUST** have a veterinary referral.

Pooch Paws accepts no liability if any problems become worse or do not improve.

Pooch Paws can only guide and give advice; it is the owner's responsibility to enforce changes.

Sessions booked for a weekend are carried out at St.Olaves village hall. Cases of human aggression are to be assessed at the hall.

Location based sessions can be carried out at your home, on a walk, or another suitable location. Location sessions are during day time hours on a weekday. Please check the booking page.

Assessment and treatments plans will be based upon qualified knowledge, current scientific theory and experience. Suggestions for behaviour management will be provided during the assessment and a full written report will be sent by post, email, or in person within approximately 14 days. A copy of the report will be sent to the referring veterinary surgeon, with personal information considered private or sensitive, excluded.

Canine behaviour therapy can be integral to identifying causes of behaviour problems, to then develop a treatment plan to overcome these issues. In some cases, causes may not be identifiable and treatment plans may not be as effective as desired. Whilst this is unusual, those seeking behaviour therapies should be aware of this possibility. Implementing treatment plans may produce desired results quickly; however, time and commitment is required. This should always be considered as often a behaviour problem has spent a significant amount of time developing, therefore your perception of treatment needs to reflect how long the issues have been manifesting for. Implementation remains, at all times, the responsibility of the owner. The pet's wellbeing, welfare, and actions are also the responsibility of the owner.

Behaviour reports and treatment plans are created according to the information provided by the owner, the information gleaned on assessment, and information provided by referring veterinary surgeons. In any case full co-operation from the owner, including full disclosure of any/all problems being experienced is needed. Withholding information can affect the plan, including withholding information regarding health matters. In any case advise to seek veterinary assistance may be given, which should be a priority for the owner.

PLEASE ENSURE YOU PROVIDE FULL DISCLOSURE IN ANY CASES REGARDING HUMAN AGGRESSION. IN THIS CASE SAFETY IS THE PRIORITY AND CAN NOT BE TAKEN LIGHTLY. FAILURE TO PROVIDE THIS INFORMATION MAY RESULT IN THE SERVICE BEING TERMINATED, ESPECIALLY WITH LOW OWNER COMMUNICATION.

Payment Terms

Services:

All payment options are set out on the website under the service required. Unless specifically discussed all services are only available as a package option bookable through the Pooch Paws or Katey Aldred website.

Behaviour appointments are fortnightly, in the incident of an unexpected event behaviour appointments cannot be no more than EIGHT WEEKS apart. If a client fails to book their appointment, they will forfeit the outstanding appointments.

Cancellation and failure to rebook within this time frame will result in being charged in full for the session.

Cancellations & No shows:

72 hours' notice of Pooch Paws **business hours** is required if you need to cancel or change your appointment. Business hours can be viewed at <https://poochpaws.co.uk/contact/> Failure to do so will result in you being charged in full. This also applies for no show appointments. If appointments are cancelled more than twice you will be charged in full.

All payment is required in full via PayPal or Stripe prior to appointments.

Other payment options may be considered, by prior arrangement. Payment in full is always required pre-or at the start of consultations.

CANCELLATIONS BY US: In the event that we need to cancel an appointment, class, session or event due to unforeseen circumstances you will be offered an alternative solution convenient to you, or a refund within 14 days equal to the amount of service that you have had cancelled. Refunds will be made via the original payment method. Cancellation notices may be given via phone, email, the website or social media.

Refunds

Weekend bookings are non-refundable.

Weekday bookings - Once payment has been made a 50% refund will be issued if requested 7 days prior to the appointment, only if no work has been carried out. An administration fee of £10 will be deducted plus the processing fee (see below). If the appointment is cancelled less than 72hours prior to the appointment, no refund is available. If the request is made within 14-days of purchase and is not subject to a term written above you will be sent a refund minus the processing fee.

CLASSES, COURSES or WORKSHOPS: Non-refundable

Refunds on Programmes:

If no work has been carried out:

Weekend bookings are non-refundable.

Weekday bookings - Once payment has been made a 50% refund will be issued if requested 7 days prior to the appointment, only if no work has been carried out. An administration fee of £10 will be deducted plus the processing fee (see below). If the appointment is cancelled less than 72hours prior to the appointment, no refund is available.

Programme appointments must be booked within the 28-day expiry period. If appointments are not booked a refund will be automatically issued minus a £10 administration fee and processing fee (see below).

If work has been carried out:

You will be charged the full price of the service you have had (in the instance a discount was applied), with an additional £10 administration fee plus the processing fee (see below). You will then be refunded the balance that is left from the fee you have paid.

Refunds: Administration & Processing fees:

All refunds are subject to a £10 administration fee being deducted.

All refunds are provided **minus** the fee taken from the payment processing platform:

- PayPal = 2.9% of the transaction plus \$0.30
- Stripe = 1.4% to 2.9% of the transaction plus 20p

One to One Training Sessions

Training Programmes: Discounts are available on one-to-one training programmes. Appointments are weekly and may not be no more than three weeks between sessions. Cancellation and a failure to rebook within this time will result in being charged in full for the missed session.

Special Offer Programmes

Where a programme offers a special offer for set appointment dates and/or times these are non-refundable and non-transferable.

Travel fees

Outside of the NR31 postcode: 50p per mile PLUS £5 per 30 minutes of travel, both directions. Cancellation and a failure to rebook within this time will result in being charged in full for the missed session.

Katey Aldred Members Area: Community Rules

In joining the Members Area / on-line community you agree to following the set-out guidelines and rules.

The Members Area is a community for owners as training or behaviour members. The community is also for veterinary professionals as part of the free hub.

Your exclusive group works as a timeline. Here you will see updates from other members and is where you can upload media such as videos and photos. It is also the place for 'general' chat and to connect with others.

Your exclusive forum is where you will discuss behaviour, ask behaviour questions or look through previous questions to find answers

Group & Forum Rules

1) POSTING: When posting to the forum please check that your question has not been asked before rather than creating repeat threads.

If it has been asked before please just post or contribute to that thread.

If it hasn't been asked before then go ahead and create a new thread for Katey or a moderator to answer your questions or join the discussion.

2) BE KIND AND COURTEOUS: We're all in this together to create a welcoming environment for support, encouragement and guidance. Let's treat everyone with respect. Healthy debates are natural, but kindness is required.

3) NO HATE SPEECH, BULLING OR NEGATIVE COMMENTS: Make sure everyone feels safe. Bullying of any kind isn't allowed to include; degrading comments, rudeness, belittling of paraprofessionals (trainers, behaviourists or veterinary) nor each other.

4) RESPECT EVERYONE'S PRIVACY: Being part of this group requires mutual trust. What's shared in the group should stay in the group. NO SCREEN SHOTS or sharing of information allowed.

5) MEDICAL ADVICE: Medical advice is not to be asked for nor to be given between training or behaviour members. If you have any concerns medically about your animal seek veterinary help in the first instance.

6) PRIVATE MESSAGING: Only team members are authorised to contact members by private message for administration reasons or advise. DO NOT contact members unless you are given explicit, clear permission within a post or have sent a friend request which has been accepted.

7) TOPICS: Please ensure you keep on topic within a post. Any comments or posts containing advise on punitive methods will not be approved and comments will be deleted

8) RESPECT: You are to remain respectful at all times. Deleted, muted or closed articles are done for a reason. Do not PM the team if you have an issue, contact Katey Aldred to see if it can be resolved.

Additional Rules:

Aversive Methods: NO posts are allowed that include aversive methods or aversive training tools or equipment. These will not be approved and any comments containing information regarding aversion will be deleted.

Files: Files are for educational purposes, you are not permitted to copy, reproduced or share any files with any third party. They are protected under copyright law.

Have an issue: report the post or comment that you have an issue with to the team. We can't always see everything and your help is appreciated.

In all instances: PLAY NICE, this group is here for help, support, encouragement and healthy discussions.

Any breach of rules may result in muting or deletion from the group WITHOUT A REFUND

General Policy

Acceptance of the service of 'Pooch Paws' or 'Katey Aldred' constitutes acceptance of our policy and conditions of business. There will be no variation in the policy unless confirmed in writing.

All services are subject to availability.

Training Equipment:

Harsh handling or force are not permitted during sessions. Please ensure your dog is wearing a normal flat collar and a normal trigger hook lead. You may also use a harness if you wish.

ITEMS NOT PERMITTED: check or half check collars, prong/pinch collars, electronic collars, citronella collars, ultrasonic collars, slip leads, anti-pull harness, any device which emits a noise intended for punishment or interruption in an abrupt manner. Any other device used to punish, cause fear or intimidation.

Failure to comply with this section of the terms and conditions may result in cessation of service without refund.

Dogs

Pooch Paws without hesitation will report any dog/pet that is being mistreated, neglected or abused immediately to the appropriate authorities which can take necessary action.

If a dog brings harm to another person/dog or damages property the owner is liable for the offence made. Under the 'Control of Dogs Order' (1992) all dogs must be wearing a suitable collar with the owner's name and address inscribed either on a plate on the collar or on a tag attached to the collar. This is to be worn at all times in public places.

All dogs must be kept **ON LEAD** unless specifically instructed to do otherwise by the trainer.

You are responsible for your dog's behaviour at all times during sessions. Other owners and dogs may not be comfortable to have your dog within their personal space so please ask permission before becoming too close to others.

You are welcome to exercise your dog on the field at St.Olaves unless instructed otherwise. If you are the last session of the day you will need to leave promptly so the gate can be securely closed. You **MUST ALWAYS** clear up after your dog and may be spot checked at any time to ensure you are carrying means of poop a scoop.

In signing up for classes you are signing up to agree that your dog is dog-to-dog friendly. Any dogs attending which are found to have issues with other dogs may be asked to leave and you may not be given a refund. In this instance we will endeavour to work with you to find a solution.

Pooch Paws reserves the right to ask you to leave at any time should the dog's welfare be deemed to be compromised.

Dog's Health

VACCINATIONS: All puppies and dogs are required to be fully vaccinated when attending any group sessions and we require to see proof of vaccination at your first session. Should you choose not to vaccinate a letter stating your dog's blood titre levels must be presented on headed paper and signed by your veterinary surgeon. If you choose this route, Katey Aldred or Pooch Paws will not be held responsible for any illness your dog may contract during the course of training sessions.

Caveat: The term 'fully vaccinated' should be interpreted as having received the core vaccinations; canine distemper, adenovirus, parvovirus, and Leptospirosis. This is aligned with veterinary guidance, the British Small Animal Veterinary Association (BSAVA), and the Veterinary Medicines Directorate (VMD) who consider Leptospirosis a core vaccination in the UK.

Puppies may attend after first vaccination before the second vaccination at the owner's discretion. Katey Aldred, Pooch Paws and all associated parties accept no liability in this case as it is the owner's choice in attending. This is agreed to upon booking. Should an owner change their mind at the last minute a refund (which includes transferring to another class) will only be issued if the place can be re-sold.

ILLNESS: Please do NOT bring your puppy or dog along to classes in the case of illness.

BITCHES IN SEASON: Please do not attend if your female dog comes into season.

If your dog has illness or has come into season you are encouraged to attend without your dog so you can continue training at home.

It is your responsibility to ensure your dog is fit and healthy to attend training, your dog must be fully vaccinated and not suffering from any infectious disease that could be transmitted to any other dogs. If in doubt about your dog's health please consult a veterinarian.

You are responsible for the behaviour and actions of your dog while attending training and are required to clean up after your dog should they go to the toilet.

Owners

Please ensure you are wearing FLAT, ENCLOSED foot wear, please do not wear high shoes or flip flops. Please treat all other owners with kindness and respect.

Cars are parked at their owner's risk. We do not accept any responsibility for theft or damage to cars or property whilst at training.

Family members are always welcome in classes and 121 training. All children under 16 must be accompanied by an adult and be able to sit through the session without becoming bored.

Aggressive, intimidating, oppressive, antagonist or behaviour coercive in nature from an owner or third party associated with the owner towards the assessor / trainer / staff of Pooch Paws or Katey Aldred will result in termination of service without notice or refund.

Course Material and Content

Pooch Paws & Katey Aldred reserves the right to change the content, timing, dates, venue or instructor. We try to avoid this as much as possible, but sometimes this is unavoidable, particularly with changes in the weather meaning we have to postpone a session. If we know in advance that the weather will not be suitable, we will let you know, however, often the weather can be very changeable from hour to hour. If a booking is cancelled due to the weather, we will let everyone know who has booked in by text as soon as we can at least an hour before the start of your class. We will then reschedule all the bookings to an alternative week or course date. Pooch Paws & Katey Aldred will not be liable for any losses or expenses arising from amendments to the course or cancellations.

Privacy Policy

This is also available to view on the website [here](#).

Haven Veterinary Surgeons Healthy Pet Club Discount Terms and Conditions

10% discount applicable under the following conditions:

1. First booking with Pooch Paws on one to one service only:
 - 1.1.1 Behaviour consultations including assessment and report
 - 1.1.2 One to one training sessions
 - 1.1.3 Travel fee applicable at full cost where this applies
 - 1.1.4 **Excluded from the offer:** group training classes or any other promotion that might be running. Excluded from the members area discount scheme.
 - 1.1.5 Block booking is acceptable to maximise savings
 - 1.1.6 Can be applied where there is a package available with a discount already applied. In the instance off packages you will need to purchase the package and then you will be refunded the 10%
2. A member of Haven Veterinary Surgeons Healthy Pet Club
 - 2.1.1 Your membership will need to be confirmed by a member of staff at Haven Veterinary Surgeons
 - 2.1.2 Once membership is confirmed you will be sent an exclusive discount code to apply to your booking
3. All other terms and conditions apply in relation to:
 - 3.1.1 Behaviour and Training policy
 - 3.1.2 Payment Terms
 - 3.1.3 General Policy
 - 3.1.4 Privacy Policy
 - 3.1.5 Release of liability and photography

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Online Course Terms of Use Agreement and Liability Disclaimer

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This Terms of Service Agreement shall be governed and construed in accordance with applicable English law without giving effect to the principles of conflict of laws. Any cause of action by you with respect to our Website or Content must be instituted within one (1) year after the cause of action arose or be forever waived and barred. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect.

To the extent that any Content is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. Our rights under this Agreement shall survive any termination of this Agreement.

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Contact Us

If you have any questions about this Disclaimer, you can contact us:

- By email: general@poochpaws.co.uk
- By visiting this page on our website: <https://poochpaws.co.uk/contact/>
- By phone number: 07841040171

Release of Liability and Photography

Release Waiver

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ANIMAL TRAINING or BEHAVIOUR SESSION, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible

liability without fault. I understand that attending a dog/animal training/behaviour session poses a risk to myself, guests, children and my dog/animal. I understand if I have brought children along for the session, I am solely responsible for them.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, death of my pet, injury to my pet, or actions of any kind which may hereafter occur to me including my traveling to and from this event. I understand I enter land or property intended for activity use at my own risk.

THE FOLLOWING ENTITIES OR PERSONS: Katey Aldred, Pooch Paws, their directors, officers, employees, volunteers, representatives, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers; land owners; land representatives; land leaseholders or their representatives.

(B) I HAVE DISCLOSED all relevant information regarding my dog/animal, its sensitivities, any aggression problems, situations which provoke my dog/animal. I will immediately inform the trainer if any situation arises which provokes my dog and take full responsibility for avoiding these situations.

(C) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise. I acknowledge that Katey Aldred, Pooch Paws and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity'. I understand they are not responsible for quality of land or any injuries which may occur when I am at the venue.

I understand that at this event or related activities, I may be photographed and/or filmed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns. I hereby waive any right to inspect or approve the use of the images or recordings or of any written copy. I further waive all moral rights. I also waive any right to royalties or other compensation arising from or related to the use of the images, recordings, or materials. I hereby release, defend, indemnify and hold harmless the producers from and against any claims, damages or liability arising from or related to the use of the images, recordings or materials, including but not limited to claims of defamation, invasion of privacy, or rights of publicity or copyright infringement, or any misuse, distortion, blurring, alteration, optical illusion or use in composite form that may occur or be produced in taking, processing, reduction or production of the finished product, its publication or distribution

The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

I am 18 years of age or older and I am competent to contract in my own name. I have read this document before signing below, and I fully understand the contents, meaning and impact of this consent, waiver,

indemnity and release. This consent, waiver, indemnity and release is binding on me, my heirs, executors, administrators and assigns.

SIGN (if you have not signed up digitally through the booking terms & conditions): _____

PRINT: _____ DATE: _____