

Pawsitively Pawsome - Terms and Conditions

1. Definitions and Interpretation

1. In these Terms and Conditions, unless the context otherwise requires, the following words and phrases shall have the following meanings:

“**Booking**” means the arrangement of the provision of the Services including, but not limited to, setting the dates for the Services, agreeing the Fees and setting out any additional requirements you may have;

“**Client**” means you, the person detailed on the invoice, to which the Services are supplied

“**Company**” means Pawsitively Pawsome;

“**Contract**” means the legally binding agreement formed upon acceptance by the Client as detailed in clause 2 for our provision of the practices, which shall incorporate and be subject to these Terms and Conditions;

“**Fee**” means the charge for the Services as set out in the telephone consultation;

“**Sessions**” means the behavioural training provided by the Trainer either in person or online; and

“**Services**” means the services to be supplied by us as detailed on the invoice

“**Trainer**” means the behavioural advisor conducting the Sessions.

“**Website**” means www.pawsitivelypawsomepups.com

2. Unless the context otherwise requires, each reference to:

1. “we”, “us” and “our” is a reference to the Company;
2. “you” and “your” is a reference to the Client;
3. “writing” and “written” includes emails;
4. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
5. “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time;
6. a clause is a reference to a clause of these Terms and Conditions;
7. a “Party” or the “Parties” refer to the parties to these Terms and Conditions.

3. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.

4. Any reference to a party includes its employees, agents and sub-contractors.

2. Invoice and Acceptance

1. The no obligation 15 minute consultation call can be provisionally booked over the telephone, by email or by enquiry on our Website.
2. On this call the Services available and Fees will be discussed with you. Should you wish to go ahead we will send an Invoice with the Fees we discussed for payment.
3. The Client shall be responsible for the accuracy of any information submitted to us and for ensuring that the call reflects the requirements of the Client. Our invoice is based on the information provided to us in our initial assessment. Should any errors or discrepancies become evident which affect the treatment required or we deem it necessary to refer you elsewhere we reserve the right to make adjustments to it.
4. Our invoice shall constitute our entire scope of works but shall be subject to amendment, it shall be valid for a period of 48 hours only unless otherwise stated, and we may withdraw it at any time by giving notice to the Client.
5. Where agreed for advanced bookings we may take a deposit to secure the Booking, the remaining amount shall be due upon receipt of invoice.
6. These Terms and Conditions shall:
 1. apply to and be incorporated in the Contract;
 2. apply to all dealings relating to the Services being supplied by us.
7. No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on us unless in writing and signed by a duly authorised representative of ours.

3. Supply of Services

1. We warrant to the Client that all Services supplied under this Contract will be carried out with reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated.
2. The Trainer will use all reasonable endeavours to advise on any medical conditions that may become apparent during the Services.

The Client will be advised to seek medical advice from a health professional where necessary.

3. We do not use aversive methods of any type. Harsh handling of dogs is discouraged and the use of any equipment including but not limited to choke chains or methods, including lead jerking, shouting or smacking.
4. Alongside the Sessions we provide support via telephone and e-mail, this is to ensure you pet is getting the most out of the Sessions.
5. We calculate our Fees on the basis that you will use the Services in a fair and reasonable manner.

4. Client’s Obligations

1. The Client will:
 1. Complete the behavioural consultation form prior to the commencement of the Services and be true and accurate;
 2. unless otherwise agreed, supply medical records that have been issued by a reputable veterinary practice;
 3. be available and stay with the pet at all times during the Services, on the first Session ensure the pet is on a lead and able to meet outside where applicable;
 4. be responsible for their pet’s state of health, physical condition and wellbeing at all times;
 5. provide us with such reasonable information and assistance as we may request during the initial consultation or otherwise; including but not limited to any aggression or bite history;
 6. inform the Company fully of their pet’s medical condition and any medication which may affect their Sessions provided by the Company in any way, and act in accordance with any instructions provided as a result. Failure to inform the Company of all medical conditions may result in the Services being denied in which case the Session (or the affected portion thereof) will be treated as a cancelled Session;
 7. ensure that the pet’s collar, lead, carrier or any other security device, is fastened and secured correctly where applicable, we shall not be liable for any escape or loss of pet due to your failure to comply with this clause.
 8. bring or supply us with any medical or other aids required.
 9. act in accordance with any and all reasonable instructions issued by us in relation to the Sessions.
 10. for best results be fully committed and willing to continue the advice outside of the Session. We shall not be liable should the Client fail to follow any such instructions outside of the Session.
2. The Client is required to provide the following information during the Booking:
 1. All such reasonable information and assistance as we may request or require;
 2. Any special instructions, allergies or dietary requirements; or
 3. If the pet has any special requirements, or is nervous or aggressive.
3. Should any information provided change at any stage, including any change in behaviour, or be found to be incorrect, either deliberately or otherwise, we reserve the right to cancel the Booking and the return of any payments shall be at our sole discretion. We also reserve the right to charge for any costs incurred by us in cancelling your booking.
4. If, on our arrival or at the beginning of a session, the pet is unable to be treated for any reason, or the session cannot be completed the cancellation clause below shall apply.
5. **Fees and Payment**
 1. The price of the Services will be as stated at the time of your booking.
 2. All invoices are payable upon receipt, in pounds sterling by card or cash. All prices are exclusive of VAT.
 3. If we provide any services or any materials and equipment not included within the Session which was originally quoted for, we shall charge for the additional extras at our then-current rate.
 4. We may charge for mileage together with all other reasonable travel expenses incurred by us in performing the Services if travel is over 10 miles. If we are required to travel for 2 hours or more (to be decided at our discretion) from our registered office address, we will charge additional to recover our costs for this.
6. **Variation**

1. If the Client wishes to vary the Services to be provided, they must notify us as soon as possible. We shall respond to the Client as to whether we agree to the variation and, if so, details of the cost of the variation and any effect on any other aspect of the Contract, including any change in timescales.
 2. Due to the nature of the Services, we may find certain proposed methods are not suitable for your pet, or cut the session time due to this, if we are unable to continue the Services for the whole session it shall be abandoned, and the full price of the Booking shall be payable.
 3. If, due to circumstances beyond our control, we have to make any change in the arrangements relating to the provision of the Services, we shall notify the Client immediately. We shall endeavour to keep such changes to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.
 4. Any agreed variation or amendment will be carried out in accordance with these Terms and Conditions and any price increase necessitated as a result of an agreed variation or amendment shall be payable in accordance with the terms for payment herein.
- 7. Cancellation and Termination**
1. If the Client wishes to cancel a Session, they may do so at any time by giving notice to the Company. The Company shall be immediately entitled to payment for 100% of the price if cancellation takes place within 7 days before the date of the Session.
 2. If you know you are going to be late for a Session you should let us know as soon as possible, arriving late may result in the Session being treated as cancelled without notice and subject to clause 7.1 above.
 3. If we have to cancel a session, we will give you as much notice as possible. We will offer you an alternative date and you won't be charged for the missed session.
 4. Where the Client is a Consumer, the Customer has a statutory right to a "cooling off" period. This period begins once the invoice has been paid and ends at the end of 14 calendar days after that date.
 5. If you wish to cancel within the cooling off period, you should inform us immediately by post or email to the contact details provided on the invoice. You will meet the cancellation deadline as long as you have sent your cancellation notice before the 14 days have expired.
 6. If you cancel within the cooling off period, you will receive a full refund of any amount paid to us under the Agreement. Any refunds will be made within 14 days after the day on which we are informed of the cancellation, using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.
 7. If any Sessions fall within the cooling off period, you must make an express request for the Services to begin within the 14 day cooling off period. By making such a request, you acknowledge and agree to the following:
 1. If the Services are completed within the 14 day cooling off period, you will lose the right to cancel once the works are completed;
 2. If you cancel the Agreement after the Services have begun, you will be required to pay for the Services and Materials supplied up until the point at which you inform us of your wish to cancel. The amount due will be calculated and refunded or deducted in proportion to the total Fee and the actual Services already provided.
8. We may terminate this Contract forthwith:
1. if the Client fails to pay any sum due under the terms of this Contract and such sum remains unpaid for 14 days after we give written notice that such sum has not been paid; or
 2. If we give the Client 14 days' written notice whereby there will be no continuing liability by either Party.
9. Upon termination of this Contract for any reason, should there be any outstanding monies due we will invoice the Client for the complete Services as quoted for and such sum shall become immediately due and payable.
10. Termination of the Contract, howsoever arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive or implicitly surviving termination.
11. Upon termination of this Contract no further support shall be provided via Sessions or telephone and email.
- 8. Limitation of Liability**
1. We may provide introductions to other companies, however, under no circumstances shall we be liable for the actions or lack of actions of said other companies.
 2. The following provisions set out our entire liability (including any liability for the acts or omissions of our employees) to the Client in respect of any breach of the Contract and any representation, statement or tortious act or omission (including negligence) arising out of or in connection with the Contract.
 3. Nothing in these terms and conditions excludes, limits or seeks to exclude or limit our liability for death or personal injury caused by our negligence or fraud or fraudulent misrepresentation.
 4. Subject to clause 8.3:
 1. we shall not be liable for any loss of profits, loss of business, depletion of goodwill or similar losses or for any special, indirect or consequential loss, costs, damages, charges or expenses howsoever arising even if the loss is reasonably foreseeable or the Company has been advised of the possibility of the Client incurring it; and
 2. 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 the Contract shall be limited to the fees paid by the Client for the one off Services;
 3. we accept no responsibility whatsoever for third party services, including, but not limited to, advice and treatment given; and
 4. we accept no responsibility whatsoever where our Services have been provided on a free basis.
 5. We will provide the Client with such information and advice in connection with the Services as the Client may, from time to time, reasonably require. However, we accept no responsibility for any actions taken or not taken as a result of such advice or recommendations, nor shall we be liable for any consequences should any professional advice not be taken.
- 9. Confidentiality**
1. Each party shall keep in strict confidence all personal details which are of a confidential nature and have been disclosed by one party to the other. Each party shall restrict disclosure of such confidential material to such of its employees as need to know the same for the purpose of discharging its obligations under the Contract and shall ensure that such employees are subject to corresponding obligations of confidentiality.
 2. This clause 9 shall survive termination of the Contract, however caused.
- 10. Consumer Rights**
1. Nothing in these Terms and Conditions shall affect the Client's statutory rights as a consumer, including The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 11. Force Majeure**
1. We shall not be liable to the Client for any breach of our obligations under this Contract if such breach is due to an act, event, omission or accident beyond our reasonable control ("Force Majeure Event"). Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond our reasonable control.
- 12. Waiver**
1. No failure or delay by either Party in exercising any of its rights under this Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 13. Entire Agreement**
1. This Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. This Contract may only be amended by an express agreement between the parties signed by both Parties.
 2. None of our employees are authorised to make any contractually binding representations concerning the Services. In entering into the Contract, the Client acknowledges that it does not rely on, and waives any claim for breach of, any such statement, representation, assurance or warranty (whether made negligently or innocently) which has not been confirmed in writing by an authorised officer of ours.

14. Data Protection

1. We respect and value your privacy and also the security of your data. Information that you give to us when contacting us will be used only for the provision of the Services.
2. Your data is stored securely in accordance with the General Data Protection Regulation 2016. All data stored electronically is password protected and encrypted.
3. We will not share any of your personal data with any other agency, company or business for marketing or any other purpose at any time, unless required to do so by law. Should consultation or referral be necessary, we will obtain the Client's permission before disclosing any information.
1. Unless you expressly request otherwise, we reserve the right to use any photographs we take in any advertising or promotional material without any payment to you, provided such material is only related to us or our Services.

15. Assignment

1. The Client shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
2. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under the Contract, without the consent of the Client.

16. Third Party Rights

1. The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

17. **Communications:** Applicable laws require that some of the information or communications the Company sends to the Client should be in writing. When using our website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website or Facebook. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirements that such communication be in writing. This condition does not affect your statutory rights.

18. Notices

1. Any notice required to be given pursuant to this Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post or by e-mail to the address of the party as set out in these terms and conditions, or such other address as may be notified by one party to the other.
2. A notice delivered by hand is deemed to have been received when delivered (or, if delivery is not in business hours, 9.00am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. An e-mail shall be deemed to have been delivered within 24 hours from the time of being sent, provided that no "non-deliverable" notice is received by the sender.

19. **Our right to vary these terms and conditions:** We have the right to revise and amend these Terms and Conditions from time to time to reflect changes in market conditions affecting our business, changes in payment methods and changes in relevant laws and regulatory requirements.

20. Severance

1. In the event that one or more of the provisions of this Contract is found to be unlawful, invalid or otherwise unenforceable, that/ those provision(s) shall be deemed severed from the remainder of this Contract. The remainder of this Contract shall be valid and enforceable.

21. Dispute Resolution Procedure

1. Any complaint or issue regarding the Services or any invoice must be made at the time of issue.
2. All complaints or issues must be made in accordance with our complaints procedure which is available on request.

22. Governing Law and Jurisdiction

1. The Contract and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
2. Subject to the provisions of clause 21, any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith)

shall fall within the jurisdiction of the courts of England and Wales.