

Moo Dog Training - Terms and Conditions

Ok so this is the really boring bit but it needs to be read and understood in full. (I promise any training sessions are way more fun!)

Please note that payment for services also implies full understanding and acceptance of the terms and conditions as listed below.

Moo Dog Training reserves the right to amend or change in part or full these terms and conditions at any time.

Moo Dog Training is based on the principles of positive reinforcement and as such will be kind, fair and reward-based.

Handling of dogs:

Harsh handling of dogs, physical force and the use of punitive methods / punishment / corrections or equipment designed to be aversive are not permitted in training sessions and should also not be used in training your dog at any time prohibited equipment includes but it not exhaustive to choke chains, check chains, prong collars, spray collars, e-collars or any other device deemed unacceptable by the trainer.

Moo Dog Training reserves the right of refusal to train you and your dog should your dog be wearing any of the above or if you use any punitive measures to control or train your dog or any which Moo Dog Training feel are unacceptable as part of its training classes.

GCDTS and tracking courses:

Sessions usually take place over a seven week for GCDTS and six weeks for a tracking course, there may be occasions where there is a break in the course, this will be advertised to clients as soon as possible to make sure they are aware.

Classes are held by either Lillie or a representative of Moo Dog Training.

Where required the course may be shortened by the number of weeks due to trainer illness/situations beyond our control, if this is the case the number of sessions will be maintained by offering double length classes to ensure no sessions are missed. The last session is for assessments to take place for GCDS awards.

Any dog which is reactive or showing signs of stress when they attend class may be asked to leave without prior notice, where this takes place no refund will be offered but at the discretion of Moo Dog Training an offer of transferring to a 1 hour one to one session may be offered. **We are unable to accept**

dogs in our classes who are reactive to people or other dogs, this is for the safety of all people and dogs in our classes.

If a dog attends classes that is reactive on attending the owner/handler will be asked to remove the dog from class, no refund will be offered unless the dog has previously been assessed in person by Moo Dog Training as suitable for classes.

Only the dog(s) that are registered and booked for training with Moo Dog Training are allowed to be present in the training class.

By agreeing to these Terms and Conditions, you are accepting full responsibility for the behaviour of yourself, any other person who accompanies you to the training session and your dog.

Payment:

****All services must be paid for in full before the service or session can take place. If no payment has been received prior to the appointment the training session will be cancelled and the payment will still be required in full where less than 72 hours notice has been given that the service is no longer required****

****Package training sessions must be paid in full for all sessions in advance of the booked time / date, if no payment has been received prior to the appointment the training session will be cancelled but will still be payment will still be required in full where less than 72 hours notice has been given that the service is no longer required ****

****If payment is not received before the service is due to take place and no prior notification has been made re late payment a £10 per week late payment fee will be charged (on day 8 of late payment a further late payment fee will be charged of £10). ****

****Payment is by bank transfer using your surname and name of the dog as reference (without this reference we are unable to check if payment has been received) or through our website www.moodogtraining.co.uk.**

Bank transfer payments are to be made to Moo Dog Training (Monzo bank)

Account number: 70128932

Sort code: 04-00-04

Deposit for GCDTS Classes

A £40 payment is accepted as deposit to reserve a place on the next upcoming set of GCDTS classes. Payment covers one dog per course. Full payment is required 4 weeks before the start of the course. Where payment is not received 4 weeks before classes begin the place will be forfeited and the place will be offered for general sale, the deposit is non refundable and will be forfeited.

Deposits are non-refundable

Course locations:

GCDTS course usually take place at Brook St Community Centre, Tipton, DY4 9DD.

Tracking courses usually take place at Himley Cricket Club, Stourbridge Road, DY3 4LB (these courses are held outside in all weather).

Whilst our GCDTS classes usually take place inside at a community hall or such location there may be times where classes will be moved to an outdoor or alternative location.

By paying for services with Moo Dog Training you understand that classes and all other services may on occasion whether it be for part of the full length of a course or set of classes or any other service, take place outside either on a field or other outdoor setting / area.

Classes if held outside will only be cancelled or postponed due to severe adverse weather at the sole discretion of Moo Dog Training.

Refunds are not offered if the course is re located away from its usual location.

Covid-19 and general ability for classes to run in person

Should a course not be able to take place in person due Covid-19 or for any other reason where it is not possible to run classes in person the service will take place online. Puppy assessments will where possible take place through the submission of video evidence. Bronze, Silver and Gold assessments will take place in person when restrictions are lifted.

Any work required to be in person such as GCDTS assessments will take place once in person sessions can take place again

Refunds will not be offered for services (including classes and one to one sessions) that are postponed due to Covid-19 restrictions or for any other reason where the service can be moved online.

Re-arranging a session cancellations and refunds:

If you need to re-arrange a session, we are happy to offer an alternative date as long as it is arranged no later than 72 hours before the agreed time for the training session. Where less than 72 hours notice is given this sessions is forfeited and no refund will be given.

Cooling off period:

When you book a service with me remotely (such as online, by phone, or by email), you have a legal right to a 14-day cooling-off period under the Consumer Contracts Regulations 2013. This means you can change your mind and cancel within 14 days of booking and receive a refund. An admin fee of 15% will be charged to cover work already done (like paperwork, scheduling, or planning your sessions). After the 14-day period, my usual cancellation terms apply.

Cancellations:

All cancellations for one to one services must be made with at least 72 hours notice.

All cancellations for courses or classes must be made with at least 7 days notice, after this time payment will be required in full unless agreed under exceptional circumstances and at the sole discretion of Moo Dog Training.

Refunds:

With less than 72 hours' notice for one to one sessions and 7 days notice for courses or classes the full price will remain payable with no refund except in exceptional circumstances as agreed to by Moo Dog Training (services already provided will not be refunded). **Please see below re administration fee**

Once a course of classes has started no refund will be given

Rearrangement of training or sessions may be made available at the sole discretion of Moo Dog Training.

All training sessions must take place within a three-month period or any unused sessions will be forfeited, except in exceptional circumstances, in which case they may be refunded or re-arranged at the sole discretion of Moo Dog Training.

If contact is not made within 8 weeks all remaining services will be forfeited. Contact will be attempted by Moo Dog Training by email, text and phone call (where these medium contact details are provided) a maximum of three attempts will be made to make contact by Moo Dog Training before services are forfeited.

In the event that we have to cancel a session due to unforeseen circumstances, such as adverse weather / extremely hot weather / illness / emergency, Moo Dog Training will make every effort to reschedule your session to another mutually convenient time. If this is not possible, we will refund you for the cost of that particular session.

Administration fee:

Where a refund is offered by Moo Dog Training this will incur a 15% administration fee in all cases

By agreeing to these Terms and Conditions, you are accepting full responsibility for the payment and rearrangement and cancellation terms as above

Safety / accidents:

Any and all instances of accident or injury must be reported to the trainer at the time they occur and registered in the accident book held by Moo Dog Training.

All dogs must be kept safe and it is the responsibility of the owner to ensure the safety of others including other animals, people and their belongings with regard to your dog's behaviour at all times.

Any type or brand of extending leads are not permitted in training sessions in order to avoid injury. If you are unsure which type of lead this is please discuss with Moo Dog Training.

For home visits carried out by Moo Dog Training, please arrange for your dog to be in another safe room (without access to the front door) when your trainer first arrives – we are more than happy to wait while you do this, this helps to ensure everyone's safety.

For visits away from your home please ensure your dog is wearing a correctly fitted collar that it can not slip out of with an identification tag that includes owners surname, full address and post code (phone number is optional) to comply with the law, if the dog is not wearing an appropriate tag Moo Dog Training reserves the right to refuse training in a public place, please note at all times it is the owners responsibility to ensure their dog is legally compliant with identification tag and that your dog is microchipped with up to date details held on the microchip agencies database.

By agreeing to these Terms and Conditions, you are accepting full responsibility as outlined above in relation to any safety / accidents / illness

Mileage:

Mileage is included within a five mile radius of DY4 8DS. Any travel over this will incur a charge of £0.65 per mile traveled.

Mileage costs will be confirmed by email once the enrolment form is completed (or before booking on request). Mileage costs are payable at the time of booking if pre-arranged by email or a separate invoice will be sent if arranged after booking. All costs must be paid in full at least 7 days in advance.

Travel time:

Travel times over the 5 mile radius will be charged at £15 per hour (or part hour, e.g a 40 minute journey will incur a £20 charge). Travel time costs will be confirmed by email once the enrolment form is completed (or before booking on request). Travel time costs are payable at the time of booking if pre-arranged by email or a separate invoice will be sent if arranged after booking. All costs must be paid in full at least 7 days in advance.

Parking:

If Moo Dog Training is visiting your home, please make a parking place available if possible or advise if suitable parking place.

If there is on-street parking which requires a visitor permit, please have a visitor permit ready for use upon arrival.

If parking at your home (or other venue at which we have arranged to meet) requires payment, please could you kindly make arrangements for this, if this is not possible the amount charged for parking will be invoiced to you.

By agreeing to these Terms and Conditions, you are accepting full responsibility in regards to parking availability and cost of parking

Children and young people:

Children over the age of 16 years are welcome to attend training sessions with appropriate adult supervision. We accept no responsibility for children at training sessions and it is the responsibility of the supervising adult to ensure the children(s) safety and behaviour at all times. The supervising adult should not be taking part in the training session with the dog.

Moo Dog Training reserves the right to refuse training should a child under the age of 18 (over the age of 16) be present who is not fully supervised by an adult who is not involved in the current training session of the dog, or where a dog is felt to be unsuitable around children during the training session.

By agreeing to these Terms and Conditions, you are accepting full responsibility for the protection of yourself, any children or other people that attend the training session with you

Health / Vaccination / Seasons (including any other dogs at your home):

****Please note that the below also applies to any other dogs you have in your home to ensure the safety and wellness of all dogs in your home. ****

All dogs and puppies should be suitably protected from the potential risk of disease, as well as being appropriately treated for internal and external parasites.

Moo Dog Training advises that owners should consult their veterinary professional with regard to such issues.

Moo Dog Training provides no guarantee in relation to risk of disease or illness at any venue or when in contact with any other dogs or materials, such as toys, which may have been in contact with other dogs.

It is the owner / handler's responsibility to ensure that their dog is appropriately protected against the risk of disease and / or illness.

Moo Dog Training accepts no responsibility for the potential or actual exposure of dogs to disease. If an owner chooses not to routinely vaccinate their dog / puppy (for example because they are choosing titre testing or using homeopathic nosodes), this is entirely the choice of the owner and is a decision made at their own risk.

Please advise us in advance of the session if your dog has been in contact with any dog infected by a contagious disease or if they appear to be unwell (eg. vomiting, diarrhoea, coughing, runny nose etc).

****For bitches, if your bitch should come into season when training is booked it is advised for you to rearrange the session - please follow the rearrangements, refunds and cancellations section above as they will apply. ****

****Depending on the issue as outlined above regarding health, vaccinations and seasons it may be advisable for the session to be re-arranged (see the section on Rearrangements, Refunds and Cancellations above). If you are unsure if you should rearrange your session due to your dogs health please speak to your vet for professional advice on what is best for your dog. ****

****Should a training session be arranged and on attendance any of the above cause Moo Dog Training a concern re your dogs health and welfare and we have not been notified by prior notice the service will be declined but still charged in full****

If your dog has any known allergies or intolerances to certain foods or has any other special needs, it is your responsibility to bring this to the attention of the trainer prior to the start of the session, and provide appropriate alternative treats etc.

By agreeing to these Terms and Conditions, you are accepting full responsibility for the protection of your dog from the risk of disease / injury / illness

Marketing / Feedback / Filming and Photography:

Marketing / Privacy Photographs may occasionally be taken during training sessions. Such photos may be used by or on behalf of Moo Dog Training for the purposes of marketing. If you do not wish for photographs of you and / or your dog to be used or shared, please let us know.

Any verbal or written feedback (eg. by email or on feedback forms) may be used for marketing purposes (for example, posted on the website). Only the initial and surname of the person will be used as identification. If you are not happy for us to use your feedback in this way, please let us know.

Photography and videography of sessions or parts of sessions is NOT permitted without the express permission of Moo Dog Training.

By agreeing to these Terms and Conditions, you are accepting full responsibility in relation to marketing and feedback as noted above

Moo Dog Training materials and handouts:

Please note that any materials given to you as part of the training sessions or through online materials such as email or social media belong to Moo Dog Training and cannot be reproduced without the express permission of Moo Dog Training **

Termination of services:

Moo Dog Training can at its sole discretion terminate the training sessions / packages. If this should arise a refund will be issued for sessions not yet taken.

All sessions already taken including any part session where the agreement has been terminated will remain payable in full.

Any sessions that have already taken place will remain payable in full. **

By agreeing to these Terms and Conditions, you are accepting full responsibility in relation to termination of services as noted above

****Advice not given**:**

Moo Dog Training does not give advice on any medical / veterinary conditions / nutrition.

Any training discussion that take place verbally, over email, report or any other form are based on Moo Dog Training informed opinion and with knowledge of the history you have given on your enrolment form and either verbally or written including videos and any other form of information given by you regarding your dogs behaviour. Moo Dog Training cannot take into account any history that they have not been informed of, it is of the utmost importance that you make Moo Dog Training aware of any history that may be relevant to your dogs behaviour.

Moo Dog Training may discuss a referral with you to your veterinarian for medical / nutritionalist advice. There may be occasions where we will refer to another canine behaviourist / trainer if the behaviour / training need is one that Moo Dog Training feels is out of their remit and experience this can either be at your request or if felt this advice would be beneficial to you or your dog by Moo Dog Training.

By agreeing to these Terms and Conditions, you are accepting full responsibility in relation to advice not given as noted above

Client Disclosure and Honesty:

By engaging the services of Moo Dog Training, the Client agrees that all information provided regarding their animal's behaviour, history, and any relevant circumstances is truthful, accurate, and complete to the best of their knowledge.

The Client acknowledges that withholding, misrepresenting, or failing to disclose pertinent details, such as previous aggression, medical conditions, or behavioural concerns, may pose a significant risk to the safety of the practitioner, the Client, the animal, and others.

Under the Animal Welfare Act 2006, all animal owners and keepers have a legal duty of care to ensure the welfare of their animals and to prevent harm to others. In the case of dogs, the Dangerous Dogs Act 1991 and related legislation impose additional responsibilities to prevent a dog from being dangerously out of control. Failure to provide full and honest disclosure may result in the immediate termination of services without refund, and Moo Dog Training shall not be held liable for any consequences arising from such

omissions. The Client accepts full responsibility for any legal repercussions that may arise from undisclosed behavioural issues or other relevant factors.

Complaints:

In the event that you are not happy with the service you have received please contact Moo Dog Training in the first place.

By agreeing to these Terms and Conditions, you are accepting full responsibility in relation to complaints as noted above

Results of training:

Moo Dog Training is designed to give you the skills and knowledge to train your dog, it cannot however guarantee results.

There are many factors affecting the success of the training with your dog mainly being that practice is needed even when the trainer is not with you. Whilst Moo Dog Training will do all it can to help you and your dog to lead a happy life together you the client must be responsible for putting these new skills and knowledge into practice.

Whilst we would all love to attend a training input once a week / month it is not acceptable to believe that I hold a magic wand, exercises and training needs to take place by the client with the dog in-between sessions to bring out the best results.

Moo Dog Training will endeavour to find new ways to work with you and your dog and to find the best way for you to work together with your dog.

In time's of ill health (either your own or the dog) Moo Dog Training will look at ways you can still interact and train together taking into account any limitations or disability you or your dog have.

Moo Dog Training is happy to work with customers with a disability and to look at new ways of training that are suited to you. Dogs with an underlying health issue or disability are also welcome with confirmation from a veterinarian that they are happy for the dog to take part in such training.

Where required Moo Dog Training is happy to discuss training with your vet before training takes place, if your dog has any health issues we may request notice from your vet to say the dog is able to take part in training.

****Please note any fees from a vet to confirm that the dog is able to take part in training are fully payable by the client and Moo Dog Training is not liable for**

any veterinary fees in relation to this or any treatment required to enable the dog to take part in training**

By agreeing to these Terms and Conditions, you are accepting full responsibility in relation to results of training as noted above

Disclaimer:

We (Moo Dog Training) make every effort to ensure the safety of both clients and dogs during our training sessions. However, by making a booking with us, you are accepting that participating in an activity with dogs / children and adults poses a risk of injury to yourself and / or dog, and you agree to indemnify Moo Dog Training for all personal injury and damage to property while attending training sessions.

You agree to assume full responsibility for any risks, injuries or damages, known or unknown, which might occur as a result of your dog attending such sessions. You also agree to make any person who accompanies you to the session(s), or takes your place, aware that they are also there at their own risk.

You understand and accept that your dog (and its behaviour) remains entirely your responsibility at all times, whether or not in the presence of the trainer.

Entire agreement clause:

These terms and conditions as outlined above override any verbal / electronic / social media contact between the client and Moo Dog Training including any previous versions of these terms and conditions.

By purchasing any products or services from Moo Dog Training you are fully accepting the above terms and conditions and any other terms and conditions relevant to the product or service you are purchase from Moo Dog Training

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