



General and standard terms and condition for Online Courses through Moo Dog Training

It is important that you read and understand the below terms and conditions for online courses before proceeding. If you are unsure of any term please contact info@moodogtraining.co.uk to discuss before proceeding with the course material.

By proceeding to the course material and / or undertaking the course material you are automatically agreeing in full to the below terms and conditions meaning that you accept, and agree to abide by, the below policy, which is in addition to our other terms and conditions found on our website www.moodogtraining.co.uk.

These terms and conditions apply to Services provided by Moo Dog Training ("Moo Dog Training" or "we" or "us").

You may contact us on info@moodogtraining.co.uk

These terms and conditions are in addition to the other terms and conditions documents as shown on www.moodogtraining.co.uk and apply to the sale of any Online Course. Please read these terms and conditions carefully before purchasing an Online Course.

For purchases via our website, by clicking on the "Accept" button you agree to the terms of this agreement which will bind you. If you do not agree to these terms and conditions you must cease to continue to purchase any Services from us.

1. Definitions

"Confidential Information" means information provided by one party to the other in written, graphic, recorded, machine readable or other form concerning the business, clients, suppliers, finances and other areas of the other party's business or products, including, without limitation, the Course Materials, but does not include information in the public domain other than through the default of the party disclosing the information, information required to be disclosed by any court or regulatory authority, or any information already in the possession or control of the disclosing party.

"Course Materials" means the information provided by Moo Dog Training to accompany a course provided as part of the Services in hard copy or electronic form.

"Fees" means the fees paid by you to Moo Dog Training for the Services.

"Intellectual Property Rights" means copyright, rights in or relating to databases, patent rights, performers' rights, designs and registered designs, trademarks, rights in or relating to

Confidential Information and other intellectual property rights (registered or unregistered) throughout the world.

“Online Course” means the delivery by us of an online course pursuant to which you learn course materials remotely.

“Online classes” means the delivery by us of an online course of classes pursuant to which you take part in class type sessions online, with the support of the trainer through an online platform such as Zoom (or any other facility as is being used by Moo Dog Training).

“Services” means the provision of Online Course and/or the Course and/or Class Materials together with such other services as agreed from time to time and purchased by you through the Website.

“Hosted course” means the provision of an Online Course that is hosted by Moo Dog Training but is not produced by Moo Dog Training e.g. a course produced by another provider that is hosted on the website www.moodogtraining.co.uk for sale for self-learning. Moo Dog Training is not liable for the content of such courses.

“Self-supported” Course means the Online Course is accessible for Self-Learning with no additional support from Moo Dog Training.

“Fully Supported Course” means the Online Course is accessible for Self-Learning with additional support from Moo Dog Training in the form of paid one to one face to face or online sessions which can be purchased at the time of or during the course, access to (where available) private Facebook Course group or Private Facebook Members group and/or Email support.

“Website” means www.moodogtraining.co.uk.

“you” means the individual purchasing the Services.

“Child” means anyone under the age of 18 years.

2. The Services

2.1. A description of the Services will be provided. We will provide the Services with reasonable care and skill in accordance with the description set out on the Website.

2.2. We reserve the right to vary or withdraw any of the Services described on the Website without notice.

2.3. We expect you to confirm that the Services you are purchasing will meet your needs. No guarantees are given.

3. Ordering Services

Purchasing Services via the Website

3.1. In order to purchase any of the Services on-line you must register for an account with us via the Website. If you already have an account with us you can log into your account using your user name and password.

Purchasing Services via the Telephone

3.2. It is not possible to purchase Online Courses over the telephone, all courses must be purchased through the website (or where required through email to info@moodogtraining.co.uk).

3.3. When you place an order for a Service via the Website, you are offering to purchase the Services on these terms and conditions. Moo Dog Training reserves the right to cancel or decline your order or any part of your order at any time until it has been confirmed in accordance with clause 3.5 below.

3.4. Following receipt by us of your order for Services via the Website we will contact you confirming receipt of your order.

3.5. A legally binding agreement between us and you shall come into existence when we have

:

- (a) accepted your offer to purchase Services from us by sending you an email confirming the purchase; and
- (b) received payment of the relevant Fees from you in accordance with clause 5 below.

3.6. Where your order consists of multiple Online Courses each individual course will be treated by us as a separate offer to purchase. Acceptance of your offer to buy one or more courses will not be acceptance by us of your offer to purchase any other courses which make up your order.

4. Cancellation and Variation

4.1. Subject to clause 4.2 below, where we have accepted / confirmed the Services being purchased by you and formed a legally binding agreement with you in accordance with clause 3.5 above, then you are permitted within 14 working days starting on the day after the date we have concluded our agreement in accordance with clause 3.4, to cancel your purchase of the Services.

4.2. If you have purchased an Online Course and have already accessed, downloaded all or part of the Online Course and/or started to use that Online Course then you shall have no right to cancel your order.

4.3. Notwithstanding clause 4.1 there is no other right to cancel or vary your purchase of Services and any other cancellation and / or variation of course dates will be at the entire discretion of Moo Dog Training.

5. Fees

5.1. The Fees for the Services shall be as set out on the Website at the time you placed an order for them.

5.2. Unless otherwise specified at the time you purchase the Services, the Fees are exclusive of any other supporting services and/or materials for the course. Costs of such supportive services can be found on our 'Services' page on the website.

5.3. Moo Dog Training does not offer any registration to professional bodies.

5.4. Fees for the Service selected by you on the Website shall be debited from your credit / debit card at the time of purchase. Fees must be paid in full prior to you accessing any Online Course.

5.5. Any fees charged by your debit or credit card provider in connection with your purchase of Services are for your own account and Moo Dog Training shall not be responsible for these.

5.6. You shall be responsible for all costs you incur in connection with accessing Online Course.

6. Liability

- 6.1. No part of the provision of the hosted Services shall be deemed to be, nor is it intended to be, nor should it be taken to be, the provision of professional advice from Moo Dog Training.
- 6.2. Although Moo Dog Training aims to provide the Services to the highest standards of the industry, it does not accept any liability for (i) any inaccuracy or misleading information provided in the programmes or Course Materials and any reliance by Client on any such information, (ii) any loss or corruption of data, (iii) any loss of profit, revenue or goodwill, or (iv) any indirect, special or consequential loss arising from any breach of the terms of this Agreement.
- 6.3. Except to the extent that they are expressly set out in these terms and conditions, no conditions, warranties or other terms shall apply to the Services. Subject to clause 6.5 no implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description).
- 6.4. Subject to clause 6.5 below, Moo Dog Training's total liability arising from or in connection with these terms and conditions and in relation to anything which we may have done or not done in connection with these terms and conditions and the delivery of the Service (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to the Fees received by us in connection with the relevant Online Course in relation to which a dispute has arisen.
- 6.5. Nothing in this Agreement shall exclude or limit Moo Dog Training's liability for (i) death or personal injury caused by negligence, (ii) fraudulent misrepresentation or (iii) any other matter which under English law may not be limited or excluded.
- 6.7. Moo Dog Training is not qualified to express directly or indirectly an opinion on your fit state to safely participate in the online training course. You must obtain professional or specialist advice from your doctor before participating. Any costs arising from this are directly liable to the customer, Moo Dog Training is not liable for any such costs.
- 6.8. Moo Dog Training is not qualified to express directly or indirectly an opinion on your dog's fitness to safely participate in the online training course. You must obtain professional or specialist advice from your vet before participating. Any costs arising from this are directly liable to the customer, Moo Dog Training is not liable for any such costs.
- 6.9. You are personally responsible for the equipment you use and for ensuring that it is in a reasonable condition and meets all relevant UK product safety standards and as directed in the online courses.
- 6.10. You must behave in a responsible manner and use the equipment as per its intended use of manufacture and follow any safety instructions given before or during the course content
- 6.11. You must follow any safety instructions as to not hurt or injure yourself, your dog or others

6.12 6.12 Moo Dog training is not liable for your misuse of equipment or clauses as stated above

6.13 In the absence of negligence or other breaches of duty by us, the use of online training courses is entirely at your own risk.

6.14 In the absence of any negligence or other breach of duty by us, we are not responsible for any damage, destruction, or loss of your property while using such online course materials.

6.15 In the absence of any negligence or other breach of duty by us, we are not responsible for any loss, injury, damage or destruction arising from an act or omission by you or your dog including but not limited to:

Any circumstance where your dog attacks or injures you as the owner / handler or any other person or dog;

Veterinary bills for any injury caused to your dog or a third parties' dog as a result of the training course;

Medical bills for any injury caused to your or a third party as a result of the training course

6.16 No claim may be brought more than six months after the last date on which the Services concerned have finished or ceased to be provided by us.

7. Intellectual Property

7.1. All Intellectual Property Rights in the Course Materials and Online Courses are, and remain, the intellectual property of Moo Dog Training, whether adapted, written for or customised for the Client or not.

7.2. You are not authorised to:-

- (i) copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the Course Materials without prior written permission of Moo Dog Training;
- (ii) record on video or audio tape, relay by videophone or other means the Online Course or Taught Course given
- (iii) use the Course Materials in the provision of any other course or training whether given by us or any third party trainer;
- (iv) remove any copyright or other notice of Moo Dog Training on the Course Materials;

Breach by you of this clause 7.2 shall allow us to immediately terminate these terms and conditions with you and cease to provide you with any Services, including but not limited to access to the Online Courses.

7.3. In consideration of the Fees paid by you, we grant to you a limited, non-transferable, nonexclusive licence to use the Course Materials and the software in respect of the Online Course for the sole purpose of completing the Online Course.

8. Confidentiality

8.1. Each party shall keep the other party's Confidential Information strictly confidential and not use it otherwise than for the purposes of these terms and conditions, and shall return it on demand and not retain copies of it.

8.2. Either party may disclose Confidential Information to its legal and other advisors for the purposes of obtaining advice from them.

8.3. This clause shall continue notwithstanding termination of these terms and conditions.

9. Termination

9.1. We shall be entitled to terminate these terms and conditions and cease to provide you with any Services with immediate effect in the event that you:

fail to pay when due your Fees;

act in an aggressive, bullying, offensive, threatening or harassing manner towards any employee of Moo Dog Training;

steal or act in fraudulent or deceitful manner towards us or our employees;

intentionally or recklessly damage our property or the property of our employees or other students;

are intoxicated through alcohol or illegal drugs whilst participating;

are aged under the age of 18 years of age without being accompanied by a parent, guardian or adult;

do not follow any safety warnings, guidance or instructions given before or during a online course

commit any criminal offence committed where the victim is Moo Dog Training or our employee; are in breach of these terms and conditions.

9.2. On termination clause 6 (liability), 7 (intellectual property rights), 8 (confidentiality) and 10 (restrictions) shall continue notwithstanding such termination

10. Assignment

Any Services provided by us under these terms and conditions are personal to you and cannot be transferred or assigned to any other person.

We shall be entitled to assign these terms and conditions to any other company without prior notice to you.

11. Entire Agreement

These terms and conditions, together with the other terms and conditions documents as shown on www.moodogtraining.co.uk and Course Specific Terms and Conditions (where applicable) are the entire agreement between the parties and supersede any prior agreements and arrangements, whether written or oral. You confirm that you have not relied on any representations in entering into these and any other terms and conditions with us. Nothing in this clause or terms and conditions shall limit liability for any fraudulent misrepresentation.

12. Force Majeure

Moo Dog Training shall not be liable to you for any breach of its obligations or termination under these terms and conditions arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, volcanoes and other Acts of God, terrorism, strikes, delay caused by transport disputes, failure to provide a course caused by a death in the trainer's family, illness of the trainer, Government edict or regulation.

13. Assignment

We may assign, transfer, sub-contract any of our rights or obligations to any third party at our discretion.

14. Data Protection

14.1 The nature of the Services provided by us means that we will obtain, use and disclose (together "Use") certain information about you ("Data"). This statement sets out the principles governing our Use of Data. By purchasing the Services you agree to this Use.

14.2 When you register with us you will need to provide certain Data such as your contact details and demographic information. We will store this Data and use it to contact you, provide you with details of the Services you have purchased and otherwise as required during the normal provision of the course.

14.3 We may also use the above Data, and similar Data you provide us in response to surveys, to aggregate user profiles and, unless you click on the relevant button on the Registration Form, provide you with communications. We will not pass any personal data onto anyone outside of Moo Dog Training.

14.4 We use information such as your User ID, to enable us to identify whether you are using our services, assist with the provision of services and to ensure that you have access to relevant products.

14.5 Our products may link to third party websites and we are not responsible for their data policies or procedures or their content.

14.6 Moo Dog Training endeavours to take all reasonable steps to protect your personal Data, but cannot guarantee the security of any Data you disclose. You accept the inherent security implications of being and transacting on-line over the internet and will not hold us responsible for any breach of security.

14.7 If you wish to change or update the data we hold about you, please e-mail info@moodogtraining.co.uk.

15. Law and Jurisdiction

This Agreement is subject to English law and the parties submit to the exclusive jurisdiction of the English courts in connection with any dispute hereunder.

16. Notices

You can contact us by any of the following methods:

Email: info@moodogtraining.co.uk

Post: Moo Dog Training, 62 Shrubbery Ave, Tipton, West Midlands, DY4 8DS Telephone:
07904 947 971

Moo Dog Training Copyright