

HOLISTIC HOUNDS

TERMS & CONDITIONS 4.0

07/10/2021

Introduction:

These Terms and Conditions shall apply to the provision of Products and Services of:

Holistic Hounds a company registered in the United Kingdom. Company Number 13070919. Registered office 40 Clares Green Road, Spencers Wood, Reading, Berkshire, RG71DY.

In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by Holistic Hounds in writing.

1. Definitions and Interpretation

1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Company"	means Holistic Hounds, a company registered in the United Kingdom under number 13070919 whose registered office; 40 Clares Green Road, Spencers Wood, Reading, Berkshire, RG71DY.
"Business Partners"	means any other business (Limited or Partnership or Sole Trader) that the company engages the services of. Business Partners will have access to business information, and personal information held by the Company while their services are being commissioned by the Company.
"Staff"	means any staff (Administrative, Trainers, Qualified Practitioner, Support) acting on behalf of the Company.
"Client" (Owner/handler of animal)	means any customer or client and or any previously agreed accompanying or participating persons. Due to current UK laws specifying animals as property of their owners, any references to "Dog", "Horse" or "Animal" is an extension of the Client.
"Services"	means [any or all]; "Therapies" - means all treatments performed by qualified and insured practitioners. "Training" - means a number of sessions [one or more than] led by a trainer. "Clinics" - means a dedicated day relating to a specific service. "Classes" - means multiple clients focussed to one dedicated training session.

	“Workshops” - means informal or formal educational course. “Training Walks” - means dedicated walking service led by a trainer. “Training in Residence” - means one to one training while in residence with a trainer at the Company's registered address.
“Fee & Payment Terms”	means the fee payable by the Client to the Company in accordance with these Terms and Conditions which results in the engagement of Services and or purchasing of Goods.
“Confidential Information”	means any information imparted to the Company either verbally or written [in any form] relating to or about the Client. means and relates to its business methods, plans, systems, finances, or projects; its trade secrets; its products or services; or any other information which is expressly described as confidential.

- 1.2. Unless the context otherwise requires, each reference in these Terms and Condition to
 - 1.2.1. “Writing”, and any cognate expression, includes a reference to any communication affected by electronic transmission or similar means;
 - 1.2.2. 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;
 - 1.2.3. “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
 - 1.2.4. a “Schedule” is a schedule to these Terms and Conditions; and
 - 1.2.5. a “Clause” or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
 - 1.2.6. a “Party” or the “Parties” refer to the Parties to these Terms and Conditions.
- 1.3. The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4. Where you are a Limited Liability Company, we may require the Director(s)/Controlling Shareholder(s) to guarantee your liabilities to us or a suitable security for payment. We reserve the right to suspend all work until satisfactory guarantees are provided.
- 1.5. Words imparting the singular number shall include the plural and vice versa.
- 1.6. References to any gender shall include all other genders. Gender Recognition Act 2004. Employment Equality (Sexual Orientation) Regulations 2003.

2. The Contract & Obligations of the Company

- 2.1. The Contract and Terms and Conditions is between the Client and the Company
- 2.2. The Contract and Engagement of Services with the Company is subject to the Terms and Conditions and in the event of any conflict with any other Terms and Conditions these terms shall prevail unless agreed otherwise in writing by the Directors of the Company.
- 2.3. The Company's engagement of services is demonstrated by completion of a Registration Form or History Form.
- 2.4. The Company strictly adheres to the Confidentiality of Information of all Parties. The Client and all parties shall be subjected to the same standard of confidentiality and privacy of information in accordance with the GDPR Data Protection Regulations 2018 and the retained EU law versions of the General Data Protection Regulations (EU

2016/679) (the "UK GDPR") by virtue of S3 of the European Union (Withdrawal) Act 2018 and the Data Protection Act 2018 as well as the Company's Privacy Policy.

- 2.5. If the Client is engaged in any legal proceedings and requires information that relates to the Client, information may be requested by lawful means and be given to a legal representative or police officer in pursuant of the said investigation.
- 2.6. Trainers are proficient in drive-based training, Least Invasive, Minimal Aversive (LIMA) methods and training with rewards. The trainer will choose the equipment and method based on the dog's temperament and personality.
- 2.7. No modification or change to the Contract or Terms and Conditions will be valid without the discretion and full agreement of the Company in writing.
- 2.8. As required by law, We will provide the Services with reasonable skill and care, consistent with best practices and standards in the industry and in accordance with any information providers by Us about the Services and about Us.
- 2.9. We will make every reasonable effort to complete the Services on time. We cannot, however, be held responsible for any delays if an event outside of Our control occurs.
- 2.10. In certain circumstances, for example where We encounter a technical problem, We may need to suspend the Services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention, We will inform You in advance, in writing before suspending the Services.
- 2.11. Health & Safety
 - 2.11.1. It is the responsibility of the Client to train with due care and attention to their own safety and that of others, to adhere to the instruction of the trainer and are responsible for the conduct of their animal at all times.
 - 2.11.2. The Company makes all reasonable endeavours to always run courses in a safe and professional manner and in accordance with veterinary advice (where applicable) and good practice. The Company has public liability insurance suitable for dog-training and dogs with aggression issues. Any physical activity can have risks, however remote.
 - 2.11.3. Participation in Holistic Hounds activities is entirely at the risk of the participant. Neither Holistic Hounds, nor its individual instructors or helpers, nor the venue owners or landlords of our venues, accept any responsibilities, whatsoever, for any injuries or losses sustained which are not covered by Holistic Hounds insurance.
 - 2.11.4. Handlers and/or owners remain responsible for their dogs, children and belongings at all times and are advised to ensure they have adequate pet or household insurance cover for liability in the unlikely event of damage or injury caused by their dog to property or to a third party.
 - 2.11.5. We reserve the right to change these terms and conditions at any time and any changes will take immediate effect. It is the responsibility of clients to read and keep up to date with the latest terms and conditions.
 - 2.11.6. In the event of a fire on the premises during a residential course, Holistic hounds will immediately evacuate the premises after calling the fire brigade and await further instructions from a fire officer. We will not re-enter the premises to collect dogs or belongings unless a fire officer deems it safe to do so.

3. Training

3.1. Obligations of the Staff

- 3.1.1. The Staff, in accordance with detail contained within these Terms and Conditions, acts on behalf of the Company and the Client, can engage to the

full extent the Company's Products and Services.

- 3.1.2. All documentation in respect to the training session is signed and received.
- 3.1.3. Requested bookings are accepted and confirmed by Staff.
- 3.1.4. Cancellations are subject to detail in Section 6. It is the responsibility to inform the Client by any means determined in the Registration Form.
- 3.1.5. The trainer will notify the owner if any areas are identified where goals need to be modified.
- 3.1.6. The trainer reserves the right to refuse or discontinue services for a dog, in which case the Trainer will have no further obligation to the Client, other than to notify the Client by telephone to collect the dog. A further email will be sent to confirm this in writing. We will take all reasonable and necessary precautions during the training process.
- 3.1.7. Trainers are proficient in drive-based training, Least Invasive, Minimal Aversive (LIMA) methods and training with rewards. The trainer will choose the equipment and method based on the dog's temperament and personality.
- 3.1.8. The Company is not responsible for the Client's animal when not engaged in a Service..
- 3.1.9. It is at the Trainers discretion to engage with [One or a number of] dogs during Training.

3.2. Obligations of the Client

- 3.2.1. It is the clients responsibility to ensure the attending animal[s] has up-to-date vaccinations (Hepatitis, Distemper, Parvovirus) or has proof of Titre Test
- 3.2.2. Any dog faeces passed at the training venue is the responsibility of the Client to pick and take home with them or to be disposed of in the designated bins at the venue.
- 3.2.3. Dogs may never be left alone in cars whilst at the course ground and we do not facilitate a second dog attending with you for group classes. Two spaces on a course may be booked and handled by separate people but it is not appropriate to bring two dogs with you and only work one of them.
- 3.2.4. During [any or all] Training sessions dogs should be kept on a lead and a suitable and safe distance maintained between other participants and their dogs, unless specifically told otherwise.
- 3.2.5. In the event of disruption or escalated negative behaviours by a dog (barking, pulling on the lead or trying to move away) the distance between participants needs to be increased. .
- 3.2.6. Parking at any time [venues, clients address, registered business addresses] is at the vehicles owners risk.
- 3.2.7. Children are welcome to participate in training when deemed appropriate and suitable by the trainer. Children attending training are the sole responsibility of the accompanying adult. If the trainer deems them to be disruptive (to the session, dog[s], other participants and or trainer) they reserve the right to terminate the session.
- 3.2.8. It is the responsibility of the Client to not knowingly book a dog who is sensitive/aggressive to dogs or people onto group training.
- 3.2.9. If the dog requires non-emergency veterinary care during training in residence, the trainer will attempt to contact the owner. If the owner cannot be reached or is unable to tend to the dog's need for veterinary care, or in the case of an emergency, the trainer will arrange on behalf of the owner for veterinary care to which the owner consents as set forth below. All veterinary fees are the responsibility of the owner. If convenient, the trainer will take the

dog to their registered veterinarian, but the trainer reserves the right to take the dog to a veterinarian selected by the trainer, using reasonable care in the selection of a veterinarian.

- 3.2.10. Holistic Hounds will take all reasonable and necessary precautions during the training process to avoid injury.
- 3.2.11. In the event of an illness, injury or condition that was not diagnosed or discovered previously, that may present during training, the trainer has full authority to act as the agent of the Client under advisement of the veterinary surgeon.
- 3.2.12. In the event that trainer cannot reach the owner, Holistic Hounds will be allowed to make decisions regarding emergency euthanasia, only if (a) recommended by the veterinarian, (b) the owner cannot be reached after reasonable [Phone calls, Email, Text Message or any other form of communication available] attempts, (c) treatment is not likely to be successful, and (d) the dog may be suffering, or the expense of continued treatment may be unreasonable considering the likely outcome [determined by the veterinarian].
- 3.2.13. It is the responsibility of the Client to book One-to-one sessions after a residential stay to further and consolidate habits and learning.
- 3.2.14. The owner understands that, while the trainer may be able to address some forms of aggression, many aggressive dogs require long-term treatment following a specific plan of action.
- 3.2.15. The owner further understands that some forms of aggression cannot be addressed by Holistic Hounds and are outside the scope of this contract.
- 3.2.16. It is the Clients responsibility for any loss or damage to personal belongings or property whilst on the registered address or venue.

3.3. Contraindications

- 3.3.1. Dogs with the following contraindications will not be able to attend training.
 - 3.3.1.1. The Dog has had a crashing fall unless under veterinary supervision ,
 - 3.3.1.2. The Dog has an injured joint unless under veterinary supervision,
 - 3.3.1.3. The Dog is ill and has a temperature,
 - 3.3.1.4. The Dog has a contagious or infectious condition,
 - 3.3.1.5. The Dog is pregnant or in heat and actively bleeding.

4. **Therapy**

4.1. Obligations of the Staff

- 4.1.1. The Staff, in accordance with detail contained within these Terms and Conditions, acts on behalf of the Company and the Client, can engage to the full extent the Company's Products and Services.
- 4.1.2. All documentation in respect to the training session is signed and received.
- 4.1.3. Requested bookings are accepted and confirmed by Staff.
- 4.1.4. Cancellations are subject to detail in Section 7, Clause 7.1. It is the responsibility to inform the Client by any means determined in the Registration Form.
- 4.1.5. The Practitioner reserves the right to refuse or discontinue services, in which case the Practitioner will have no further obligation to the Client. A further email will be sent to confirm this in writing. We will take all reasonable and necessary precautions during the training process.

4.2. Obligations of the Client

- 4.2.1. Owners/carers are required to provide an appropriate handler for each treatment and to provide a safe and adequate environment and equipment in order to do so.
- 4.2.2. Handling an animal during Treatment is undertaken entirely at the Clients risk, any accident or injury sustained to the Client during Treatment.
- 4.2.3. It is the Clients responsibility to actively protect from injury or accident relating to the behaviour or reaction of an animal during the treatment process.
- 4.2.4. It is the Clients responsibility for any loss or damage to personal belongings or property whilst on the registered address or venue.
- 4.2.5. It is the owner's responsibility to notify us during or following a course of treatment if the animal becomes injured, a condition worsens, or a veterinary surgeon advises treatment should be suspended or stopped.
- 4.2.6. Parking at venues or registered business address is at the vehicles owners risk.
- 4.2.7. All Therapies will be performed subject to Veterinary consent in writing or verbally in accordance with the Veterinary Surgeons Act 1966 (Exemptions order 2015) <https://www.legislation.gov.uk/ukSI/2015/772>.

4.3. Contraindications

- 4.3.1. Animals with the following contraindications will not be treated.
 - 4.3.1.1. No veterinary permission, unless for maintenance purposes only
 - 4.3.1.2. Dangerous animal, unless under supervision of a Holistic Hounds behaviourist
 - 4.3.1.3. Animal has had a crashing fall unless under veterinary supervision
 - 4.3.1.4. Animal has an arthritic joint, e.g., animal with bone spavin unless under veterinary supervision
 - 4.3.1.5. Animal has an injured joint unless under veterinary supervision,
 - 4.3.1.6. Animal has a hereditary abnormality, unless under veterinary supervision
 - 4.3.1.7. Animal is ill and has a temperature
 - 4.3.1.8. Animal has a contagious or infectious condition
 - 4.3.1.9. The animal is pregnant in first or last trimester
 - 4.3.1.10. Bitches in heat and actively bleeding.

5. **Media**

- 5.1. Photographs and/or Videography taken during Services remain the property of the Company unless expressly requested for removal by the client.
- 5.2. The Company will obtain consent from a Parent or Guardian for Photographs and/or Videography in which children are present.
- 5.3. Any media that contains images of any children unknown to the Company or Clients will be suitably edited to ensure they are unidentifiable.

6. **Payment and Refunds**

- 6.1. Payment is due in full on completion of each Service via bank transfer, point of sale or cash.
- 6.2. Pricing is subject to change at any time. Any changes will not affect any services already booked or paid for. If the price of a Service or Goods increases between the time when You booked an appointment and the date of the appointment, the price increase will not apply to that specific appointment.
- 6.3. Once a Service has begun, no refund is available.

- 6.4. In the event a block booking has been purchased, it is the Client's responsibility to book any [and all] sessions. Unused block booked sessions will not be refunded once paid for but can be transferred to another Service on a unit for unit basis irrespective of price.
- 6.5. Cancellations of any service are subject to the cancellation policy.
- 6.6. Travel costs apply to any [and all] appointments in which Staff travel more than 20 miles from their starting location to provide a Service.
- 6.7. A 50% deposit will be due and payable before the dog arrives for the training in residence with the balance due on completion or in accordance with an agreed payment schedule.
- 6.8. If Services are not paid for as required, we reserve the right to suspend the Services until all outstanding sums due are paid in full.

7. Law and Jurisdiction

- 7.1. These Terms of Use, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 7.2. If you are a business, any disputes concerning these Terms of Use, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 7.3. If you are a consumer, any disputes concerning these Terms of Use, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.