# Terms and Conditions

We are balanced trainers, and you should read and fully understand the blog "What is balanced training?" on our company web site for details of this approach prior to agreeing to these Terms and Conditions.

#### 1. Definitions

- 1. The agreement ("Agreement") means the quotation, acceptance and the following Terms and Conditions.
- 2. The work ("Work") means behaviour consultation, training sessions, any written reports (if provided) and behaviour program.
- 3. The client ("Client") means the individual who requested the work. For the purposes of this Agreement, they are considered to be the owner of the dog ("The Owner")
- 4. The business ("Business") means Yorkshire K9 Ltd company number 13826080 of 83 Otley Road, Harrogate, HG2 0DU

#### 2. Guarantees

- 1. All dogs' behaviour can change over time due to factors such as age and changes in their environment.

  Furthermore, it is vital that the client follows through with any instruction they receive if the training is to be successful. Any implied or actual guarantee in these Terms and Conditions cannot circumvent these factors
- 2. The Business shall undertake the agreed work for the use of the Client only and it may not be used for any other purpose.
- 3. The success of behavioural work cannot be guaranteed with any dog.
- 4. The Business will create a behaviour and training programme to meet the problems assessed during an initial telephone consultation, but should any other issues be discovered with the dog during training; these may result in additional charges.

### 3. General

- 1. Work created by the Business will be charged to the Client at the agreed amount in the booking confirmation.
- 2. Any block bookings must be used within a 12-month period from the date of booking.
- 3. Puppy Elite training must be completed within 6 months of the date of booking. Thereafter all remaining lessons will be lost with no refund of payment.
- 4. Deadlines set in the Agreement will not affect the Businesses' right to be paid.
- 5. All Work undertaken by the Business for the Client is to be used for the sole purpose for which it was given. The Client does not have the right to resell or profit in any way from the Work undertaken by the Business without written consent from the Business.
- 6. The Business reserves the right to refuse to provide the Work at its own discretion and in particular if the dog proves to be too dangerous to train. If this is the case, the Client must collect the dog immediately.
- 7. The Business will not be responsible for any losses to the client if any deadline is missed.
- 8. We train personal protection for sport only. The Client should be aware that it is legal to own a dog that is trained for personal protection but NOT legal to use them in a real-life situation. It is the Clients' responsibility to ensure that their dog is always under control and safe to all around it.

## 4. Amendments To Agreed Work

- 1. Adverse weather conditions such as extreme heat, cold or thunderstorms may result in the re-scheduling of a session to maintain the safety of the dog, trainer, and the Client.
- Once the Work meets the terms of the Agreement any modifications thereafter will be considered an amendment to the Agreement and will be charged accordingly.
- 3. Amendments to programmes and training/classes will normally incur an additional charge beyond that of the original price agreed.
- 4. In the event that the Client wishes to re-schedule a training session, a minimum of one weeks' notice must be given or the payment made for that session will be lost.

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5. All amendments to the agreed Work must be agreed by both the Business and the Client.

#### 5. Dogs In Season or Coming into Season

- 1. The Business cannot accept dogs that are in season for residential training. If a Clients' dog begins its season while they are resident, the training will cease and the dog must be collected immediately by the Client.
- 2. The training can be continued once the season has finished, however the days already used will be deducted from their stay.
- 3. If the dog begins their season three weeks or less before the agreed start date of the Work, please inform the Business immediately and the training will be rescheduled

## 6. Payment

- 1. Payment will be made in full by the Client at the point of booking any Work to be provided by the Business using a debit or credit card.
- 2. When making and paying in advance for a block booking of sessions, the Client understands, and accepts, that no refund will be possible.
- 3. Whilst any outstanding payment remains the Business reserves the right to withhold the Work.

#### 7. Cancellation

- 1. From the point of booking the Work, the Client will have 14 days during which they may cancel and receive a full refund unless clause 2 below is effective
- 2. In the event that the Work is planned to commence within 30 days of the point of booking, the 14 day cooling off period will not be applicable.
- In the event that any element of the Work, no matter how small, takes part during the cooling off period, neither cancellation or refund will be permitted.
- 4. Following the cooling off period of 14 days, no refund will be permitted, and any payments made to that point will be lost.

## 8. Entire Agreement

- 1. These terms and conditions apply to all Work provided by the Business.
- 2. The Business reserves the right to update these Terms and Conditions at any time with immediate effect but by giving written notice
- 3. These Terms and Conditions shall prevail over all terms and conditions of any previous Agreement the Client has had with the Business.
- 4. The contents contained in the quotation (verbal or written) and these Terms and Conditions form the agreement between the Business and the Client relating to the Work. No variation on them will be binding to the Business unless it is agreed in writing by the Business.
- 5. Each clause of this Agreement is independent and operates separately in its own right.
- 6. By agreeing to these Terms and Conditions the Client's statutory rights are not affected.
- 7. Any alterations or variations of these Terms and Conditions shall be inapplicable unless agreed in writing by all parties concerned before commencement of any Work.
- 8. Ordering services from or using Work created by the Business is automatically agreeing to these terms and conditions.
- 9. This Agreement shall be governed by the laws of England and both parties shall submit to the non-exclusive jurisdiction of the English courts.
- 10. Any notice relating to the Terms and Conditions should be given in writing by email to the Business email address

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