

Park Pals- Dog Training Terms & Conditions

Definitions:

'Owner': Refers to the individual or entity who has legal ownership of the Dog and is responsible for entering into this agreement with Good Buoy Dog Training. This includes representatives, agents or family members acting on behalf of the individual or entity.

'Trainer': Refers to Kaye Jenkins of Good Buoy Dog Training.

'Consultation Form' – the form provided by the Trainer at the time of booking a Session requiring Client completion.

'Session' – the booked time for the provision of services.

Disclaimer:

By accessing and using these services, the Owner accepts and agrees to be bound by the terms of this agreement as defined below. The Owner accepts that the Trainer has been trained by and to the standard of the Institute of Modern Dog Trainers (IMDT) as a Practical Instructor and that every effort has been made by the Trainer to work in accordance with the values/instructions set out by the IMDT. Prior to full membership with the IMDT, the Trainer will remain honest regarding qualifications which can be requested at any time by the Owner. Until they are made an official member of the IMDT, the Trainer cannot be held accountable to the IMDT. The Owner accepts any risk associated with undertaking business with the Trainer until they are made an official member of the IMDT.

The Trainer is not qualified to provide veterinary or legal advice and the information they provide is not intended to constitute such.

1. Responsibilities and Liability

Kaye Jenkins of Good Buoy Dog Training (hereafter referred to as "The Trainer") is entrusted to use best judgment in the training of the Owner's Dog and will exercise the utmost professional care in doing so. However, due to the unpredictability of dogs, the Owner remains wholly responsible for the welfare and control of their Dog at all times during training sessions, whether indoors or outdoors, on or off lead, and for the Dog's interaction with other people, dogs, or animals.

The Owner understands that their Dog's behaviour, now and in the future, is the sole responsibility of the Owner. Should any behaviour of the Owner's Dog result in damage to person(s) or the property of the Dog Owner or any third party, the Owner agrees to assume full liability for any and all such damage and absolves the Trainer and Good Buoy Dog Training from any and all liability or obligation to pay for such damage, loss, and/or expenses arising out of any injury to any person(s) or property by the Owner's Dog. This includes full veterinary bills.

2. Training Commitment

The Trainer agrees to prioritising the interests and welfare of the Dog and to always provide the highest quality of training in a positive and professional manner, in accordance with the most recent guidance of the Institute of Modern Dog Trainers (IMDT). The Trainer will not be held responsible for any perception by the Owner of having been given wrongful or inappropriate information or advice.

It is the Owner's responsibility to fully and honestly complete the Trainer's Consultation Form and send it to the Trainer at least 72 hours in advance of their Session. The Trainer accepts no responsibility for

matters not disclosed on the Form. The Session will not proceed without the Consultation Form having been completed.

The Owner recognises the integral role they play in their Dog's training process and acknowledges that there are no guarantees that their Dog will achieve the desired level of training, despite the Trainer's best efforts. The training provided will be specific to the dog named in the Consultation. It is not designed for and should not be used for any other dogs without prior consultation with the Trainer regarding its relevance.

3. Non-Refundable Services

Good Buoy Dog Training services are non-refundable.

4. Use of Media and Privacy

During training, photographs or videos of the Owner and their Dog may be taken for educational and promotional materials. By agreeing to these terms and conditions, the Owner consents to Good Buoy using such media, including on social media and the company website. The Owner reserves the right to opt out of photos, videos or promotional materials using any data or images of either the Owner or the Dog in accordance with General Data Protection Regulation (GDPR).

Privacy should be respected by both parties in accordance with the GDPR. The Owner agrees that training and behavioural materials provided as part of the Services will not be shared to any other persons, apart from immediate family members for sole use with the dog for whom they were provided.

The Trainer collects information from and about Owners and their dogs for the sole purpose of providing their Services and may disclose this information to others as is necessary for the provision of said Services. This includes but is not limited to veterinarians with whom the Trainer would be reasonably expected to share information in the provision of Services. The Trainer shall accept no liability for any loss or inconvenience suffered by any party as a result of the disclosure of such information.

Full information on our Privacy Policy can be found on our website:

<https://www.goodbuoytraining.com/privacy-notice>

5. Cancellation Policy

If the Owner is unable to keep a scheduled appointment, notice by phone (07588835952) or email (goodbuoydogtraining@gmail.com) is required at least 42 hours prior to the appointment to cancel or reschedule. The full cost of the appointment (£3.00) will still be charged if appropriate notice is not provided.

The Trainer reserves the right to cancel any Session (at any time and with immediate effect) if the dog does not respond well to the training plan (where the continuing of said Session is deemed, to constitute a risk or be to the dog's detriment). In this instance, the equivalent cost of any remaining sessions will be refunded to the Owner.

The Trainer reserves the right to cancel a booked Session at any time at their discretion due to unforeseen circumstances, including due to the implications of weather conditions or safety concerns. Every effort will be made to reschedule the appointment. If the appointment cannot be rescheduled, this will be refunded.

6. Payment Terms

Until the Trainer is a full member of the IMDT, the Park Pals initiative will remain at £3.00 for a 1 hour session. Once the Trainer is a fully accredited member of the IMDT, the session and block booking prices will change to reflect this. Notice of any changes in price will be provided ahead of time with a new agreement. A sliding scale fee may be available for those on low income or disability benefits. Fees are exclusive of any out-of-pocket expenses.

Payments are due at the time of booking. Accepted payment methods include bank transfer, cash or cheque. Late payments may incur additional charges.

7. Health and Safety

The Owner confirms that their dog is not subject to the Dangerous Dogs Act 1991, is not subject to any Court Order, and is lawfully in their care.

The Owner must inform the Trainer of any health issues their dog may have prior to training. This includes behavioural concerns such as anxiety, reactivity, aggression, fearfulness, or lethargy, as well as any physical concerns (e.g., pain, mobility issues, recent injury, or illness).

The Owner confirms that their dog is fully vaccinated and on a regular flea and worm control regime. Proof of vaccination may be requested at any time. The Owner accepts full responsibility for maintaining their dog's health and vaccination status and understands that the Trainer is not qualified to provide medical or vaccination advice.

Park Pals sessions may include families with children present. The Owner must inform the Trainer if they have any reason to believe that they or their dog may be unsuitable to be around minors under 18 years of age. In such cases, the dog will be placed in a more suitable adult-only group. Our full safeguarding policy is available at: <https://www.goodbuoytraining.com/policies-procedures>. By signing these Terms & Conditions, the Owner agrees to maintain full responsibility for the welfare and supervision of their own children and animals at all times.

8. Confidentiality

The Owner agrees that any proprietary information or training methods provided by the Trainer are confidential and shall not be disclosed to any third party.

9. Insurance

Good Buoy Dog Training is covered by public liability insurance (Protectivity – Policy Number 444900295828), ensuring coverage for incidents involving third parties. Evidence of insurance may be requested by the Owner at any time and will be provided by the Trainer within 24 hours of the request.

10. Dispute Resolution

In the event of a dispute, both parties agree to seek resolution through mediation before pursuing any other legal action. Please direct any complaints directly to the Trainer. These are viewed as an opportunity for improvement and are welcomed. The Owner reserves the right to make a complaint to the Institute of Modern Dog Trainers should they be dissatisfied with the Trainer's service.

11. Training Tools and Equipment

The Trainer may use specific tools or equipment during sessions. The Owner is responsible for their maintenance or replacement as necessary. At minimum, the Owner should provide a well-fitted and

secure flat collar or harness with an ID tag, a standard-length lead and a bowl of water. Additional equipment or training tools may be requested by the Trainer depending on the Session. This includes but is not limited to high value training treats, a bed/blanket/crate or favourite toys.

The Trainer will not conduct a training Session where aversive equipment is being used. This includes but is not limited to choke chains, prong collars, electric collars, rattle cans and corrector spray. Where the Owner requests to use such equipment, these Sessions will be cancelled, and you will not be offered a refund.

If your dog is known to bite or cause injury, then they must wear a well-fitting muzzle for the Session (if muzzle trained). Where muzzle training is required, the Trainer will provide industry standard guidance on how to properly fit an appropriate muzzle. The Trainer takes no responsibility for dogs not muzzled or not kept under control during the Session or when outside of the Session. Failure to wear a muzzle when asked may result in the immediate termination of services.

12. Boilerplate Clauses

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom. This includes but is not limited to:

- Welfare of Animals Act (Northern Ireland) 2011
- The Business Protection from Misleading Marketing Regulations 2008
- The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013
- The Consumer Protection from Unfair Trading Regulations 2008
- Consumer Rights Act 2015
- The Health and Safety at Work etc. Act 1974 and the Health and Safety at Work (Northern Ireland) Order 1978
- The Management of Health and Safety at Work Regulations 1999
- General Data Protection Regulation

Severability: If any provision of this Agreement is found to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.

Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, agreements, or understandings of any kind.