



Terms and Conditions for Dog Behaviour Consultancy Services

Please read our terms carefully. In proceeding to use our services you are accepting our terms in full without variation.

1. Services

- 1.1 All services are provided by Kimberley Grundy T/A Pooches Galore, 45 Almsford Drive, Harrogate, North Yorkshire, HG2 8ED, “the Company” or “Us” or “We”.
- 1.2 Any references within these terms to “you” or “the Customer” mean the person purchasing the services as named on the invoice. By making a booking, you are accepting these terms in full.
- 1.3 Following an enquiry made by you, you will be asked to provide information about your pet and the challenges that you are facing. If we believe that we can help we will offer you the opportunity of either an in-person or virtual (online) session.
- 1.4 Prior to the session, we may need detailed information from you, including video footage of any issues so that we can fully prepare to support you. We do not usually require you to prepare your pet in any way, but that may be dependent on the issue which your pet is facing. For example, if your pet is nervous around a specific person or thing, it will be necessary to ensure that the person is in attendance at the session. [
- 1.5 All initial sessions, whether remote or in person, will be approximately 1hr 30 min in duration and you will be provided with a summary of our session by email within 48 hours of the session. Should you require a follow-up session, they are up to 1 hour unless otherwise agreed in advance.
- 1.6 Where you are purchasing a block booking of support all subsequent sessions will be 1 hour in duration. We will agree the most suitable time period between sessions (weekly, fortnightly) at the point the package is purchased and we book in the dates dependent upon each dogs relevant needs.
- 1.7 A booking can only be confirmed once we receive full payment and the completed booking form.
- 1.8 Should you fail to provide the fee and completed booking form within 7 days of receiving the invoice then the dates of any sessions will be released for alternative bookings so to allow flexibility in the diary for others.

2. Payments and Pricing

- 2.1 Our prices are as advertised on our website. You can purchase one off-sessions and block bookings. Please see the website for more details.

OR

Our prices for one-off consultation are £250. Our packages vary depending on the services included and start from £599 You will be advised on the most suitable package for you and your pet prior to booking.

- 2.2 Quotes may be higher or lower for certain clients depending on various factors such as the complexity of the arrangement chosen which may impact the number of hours required in each circumstance.
- 2.3 Payment is required in advance. You can make payment directly via bank transfer, online payment is an option, please advise me if this is required and I will send you the payment link.
- 2.4 Where a package of sessions is purchased you must use all of the sessions within 3 months of the original date of purchase. Any sessions which have not been used within this period will expire.
- 2.5 All of our behaviourists are Certified Clinical Animal Behaviourist's as a result, if your pet is insured, you may be able to recover the cost of our fees from your insurers. You must check with your insurance company prior to placing a booking and paying for our services. At all times you remain liable for all fees incurred in association with our services.

3. Weather Policy, Alterations to Bookings and Cancellations

- 3.1 Due to the nature of the behavioural support services we provide, our services are unlikely to be significantly impacted by any inclement weather as sessions can often be conducted inside, however, please do ensure that you have appropriate clothing and footwear for the session if we are going outside.
- 3.2 In the event of bad weather, we will notify you that the session can not proceed. "Bad weather" will be determined by weather warnings and guidance which is put in place. We will use our professional judgement, acting in the best interests of your pet, when deciding to postpone a session. We will notify you as soon as possible about the session being unable to proceed and reschedule as soon as possible after the original session date.
- 3.3 Should we need to reschedule a session for any reason we will provide you with as much notice as possible.
- 3.4 Should you need to postpone a session, including your pet being unwell, you will be required to give notice in writing. If 48 hours' notice is given then the session can postponed and rescheduled. If less than 48 hours' notice is given that session will be forfeited and can no longer be used.
- 3.5 The work we do often requires a relaxed and calm approach. If you are more than 10 minutes late to a session, it may not be in the best interests of your dog for the session to go ahead. Where possible we will reconfigure the work within the session, however, where it is not possible to do this the session may have to be forfeited.

- 3.6 All booking fees are non-refundable.
- 3.7 Once you have agreed to these terms and conditions you can request a refund in accordance with clause 5. Termination, or cancellation, of the contract can only take place in the limited circumstances set out in clause 10.
- 3.8 We will follow all government guidelines and safety recommendations including, but not limited to, guidance on isolating and quarantining. Should it be required by those recommendations, it may be necessary to deliver face-to-face sessions online. If there are any changes to how the session will be delivered, we will notify you as soon as possible via email

4. Health of Your Pet and Welfare Policy

- 4.1 Just like you, we are passionate about the correct treatment of animals. When delivering our services we are keen to ensure that we always put animal welfare at the forefront of everything that we do.
- 4.2 We do not endorse, nor do we utilise, the use of prong collars, e collars, choke/check chains. Any breach of our Welfare Standards may result in the withdrawal of our services to you.
- 4.3 Our training and handling methods are kind and humane. Should we see any conduct or treatment which does not align with our approach we will terminate the delivery of our services immediately.
- 4.4 We recommend that your pet is seen routinely by a veterinary professional. It is your responsibility to ensure that your pet is up to date with any vaccinations, worming and other necessary treatments, particularly as some sessions may involve your pet coming into contact with other dogs.
- 4.5 Human safety is just as important to us as that of your pet. Please ensure that during all sessions any young children have alternative adult supervision so that you and your pet can focus on the session.
- 4.6 In order to get our relationship with your canine off on the best foot, please ensure that we can meet them for the session in a controlled manner and not at the front door. If you are aware of any behaviour within your pet e.g. a history of aggression or any behavioural concerns, then please let us know. We appreciate that it may be difficult to share this information but it helps to support the safety of everyone involved.

5. Complaints and Refunds

- 5.1 We are committed to providing you with a high-quality service. Should there be any cause for complaint in relation to any aspect of our service please contact Kimberley Grundy, kim@poochesgalore.co.uk. We agree to investigate your complaint carefully and promptly and take reasonable steps to resolve it.



- 5.2 Should you change your mind within the first 14 days following your booking, you shall be provided with a refund in full, subject to the services not already having been delivered. If some services have already been delivered as part of a package, then a refund will be provided pro-rata in accordance with the amount of sessions delivered and time dedicated to the planning and preparation of your sessions.
- 5.3 If a refund is requested 14 days following the date of the booking, no refund will be provided. This includes circumstances where: you have rehomed your pet, your pet has passed away or is ill, you cannot attend a session and you have not provided the necessary notice to postpone, or you have changed your mind.
- 5.4 All refunds will be provided in accordance with your statutory rights.

6. Liability and Limitations

- 6.1 At all times during the session, your pet is entirely your responsibility. Even where the behaviourist or trainer is working alongside you.
- 6.2 We will not take responsibility for any loss or damage caused by your pet. We accept no liability for any loss, injury, or damage to any person or property caused by you or your pet.
- 6.3 We will do not accept any liability when it is not possible to attend the session due to adverse weather or road conditions. Neither will we be responsible for any losses arising in circumstances where we become unable to deliver the services such as illness, bereavement, or circumstances beyond our control. In such circumstances we will make every effort to keep you updated and advised and an alternative session will be rescheduled as soon as possible.
- 6.4 We make no guarantees or claims as to yours and your dog's success as this is contingent on many different and variable factors. Each individual and their dog(s) are unique, and their abilities, temperament and behaviour are unique to them. All training/behaviour modification is acquired at different rates for each dog.
- 6.5 We are not responsible for any action or inaction which you take as a result of the information provided to you within the session(s).
- 6.6 No content in the session(s) should be construed as veterinary or nutritional therapeutic advice. If you believe that your dog(s) requires veterinary attention you should seek assistance from a veterinary professional immediately.
- 6.7 Any testimonials used within our marketing are provided freely and independently but they are illustrative only. We cannot guarantee results as to outcome or in respect of timescales.
- 6.8 Nothing in these terms shall limit or exclude our liability in respect to fraudulent misrepresentation, death, or personal injury, resulting from our negligence, or any other liability which cannot be limited or excluded by law.



7. Data Protection and Confidentiality

OR

7.1 Your privacy and the protection of your personal data is important to us and it will be handled in the following way:

- a) Apart from as outlined below, your data will only be used and processed in connection with the performance of the services listed above;
- b) Your personal data will be kept confidential and will never be shared with unconnected third parties. It will be shared with third parties such as an accountant to allow them to perform accountancy functions;
- c) Your data will be kept secure at all times and only stored electronically on devices which are password protected;
- d) In order to ensure that the data held is accurate, all data will be obtained from you directly;
- e) Your data will be stored for the minimum number of years following completion of the services to allow compliance with insurance obligations; and
- f) All data collected will be limited to that which is necessary to allow the services to be performed.

7.2 We do not share with anyone else the specifics of the services provided to you as these have been designed for you and your dog(s) alone. We commit to adhere to professional standards of confidentiality.

8. Intellectual Property

8.1 From time to time, we may share with you written assets such as workbooks or guidance material, or video content. We shall own any, and all, intellectual property we create. You are not permitted to duplicate, republish, reproduce, distribute, translate, or provide copies to third parties, without our prior written agreement.

8.2 During sessions we may take photographs or videos of you and your pet. Such content can be useful for training purposes. Please email us if you do not agree to us sharing images or video footage of our sessions on social media or within our online training materials and resources.

8.3 Where you provide us with a testimonial, you are providing consent for us to use that testimonial within our marketing and you shall not receive a fee or compensation of any kind. Should you provide an image with your testimonial, you are confirming that the image is free of any copyright restrictions and that we have full rights to use it howsoever we choose.



9. Insurance

- 9.1 We hold effective indemnity insurance covering the services that we provide and the insurance policy is taken out with a reputable insurer.

10. Termination

- 10.1 We reserve the right to terminate the services provided to you at our sole discretion.

Grounds for termination include, but are not limited, to:

10.1.1 Your failure to adhere to the Welfare Standards set out above;

10.1.2 Any behaviour by you which we deem detrimental to group activities.

- 10.2 In the event of termination, no refund will be provided for any services previously provided to you, subject to your statutory rights set out below.

11. Third Party Rights and Applicable Law

- 11.1 No person other than the person provided with a copy of these terms shall be deemed to have the benefit of the services or have any rights to enforce or rely on any of the terms.

- 11.2 These terms are our standard terms and conditions of business and shall at all times be construed in accordance with the laws of England & Wales.

- 11.3 The English Courts will have exclusive jurisdiction in relation to any claim, or dispute arising out of this agreement or any matter arising from it.