

TERMS & CONDITIONS

FOR USE OF SERVICES FROM CLUMBER K9 - DOG TRAINING & BEHAVIOUR.

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1. PURPOSE

The purpose of this Agreement is to clearly define the terms and conditions under which Trainer will provide professional dog training services to the Client. This Agreement is designed to ensure that both the Trainer and Client understand their respective responsibilities and to promote a positive and safe learning environment for the dog.

2. SCOPE

This Agreement applies to all dog training services provided by Trainer, including but not limited to private training sessions, group training classes, and behavioural consultations. The Agreement encompasses the responsibilities of the Trainer, Client, and any other individuals involved in the training process.

3. OBJECTIVES

The objectives of this Agreement are to:

1. Outline the responsibilities of Trainer and the Client.
2. Define the training methods and techniques to be used.
3. Ensure the safety and well-being of the dog during training.
4. Establish payment terms and conditions for services rendered.
5. Clarify cancellation, rescheduling, and refund policies.

4. SERVICES PROVIDED

4.1 Training Methods and Techniques

Trainer will recommend suitable tools to be used for the individual dog. No tools will be used on the dog without the owner's consent. The Trainer will customize training techniques based on the dog's breed, temperament, and the Client's specific goals. The Trainer may lend tools for demonstration however it is the owner's responsibility to choose, and purchase the tools for private use.

4.2 Types of Training

The services provided by Trainer include but are not limited to:

- Obedience training
- Behaviour modification
- Puppy training and socialisation
- Day Train & Exposure Days
- Specific issue training (e.g., leash pulling, barking)

4.3 Duration and Frequency of Sessions

Each training session will last 60 minutes unless stated otherwise as agreed upon between Trainer and the Client.

5. RESPONSIBILITIES OF THE PARTIES

5.1 Responsibilities of Trainer

- Trainer agrees to provide professional and safe dog training services as outlined in this Agreement.
- The Trainer will provide instructions, guidance, and recommendations that are suitable for the dog's behaviour and the Client's goals.
- Trainer will maintain a safe environment during training sessions, ensuring that no harm comes to the dog or any individuals involved.
- The Trainer will be punctual for all scheduled training sessions and will notify the Client in advance of any potential delays or rescheduling needs.

- Trainer will respect the privacy and confidentiality of the Client's personal information.

5.2 Responsibilities of the Client

- The Client agrees to follow all instructions and training techniques provided by Trainer to ensure the effectiveness of the training.
- The Client will ensure that their dog is in good health and up to date on all vaccinations before training sessions begin.
- The Client is responsible for providing necessary equipment (e.g., leashes, collars) and ensuring the dog is properly leashed during training sessions unless instructed otherwise by the Trainer.
- The Client agrees to participate in all scheduled training sessions and to reinforce training techniques between sessions.
- The Client will notify the Trainer of any changes in the dog's behaviour or health that may affect the training process.

6. PAYMENT TERMS

6.1 Fees

The Client agrees to pay Trainer the agreed-upon amount for dog training services as outlined in the training package selected. Payment must be made in full prior to the commencement of the first session unless otherwise agreed upon in writing.

6.2 Payment Methods

Accepted payment methods include [credit card, debit card, cash, bank transfer]. Trainer will provide the Client with a receipt upon successful payment.

7. CANCELLATION, RESCHEDULING, AND REFUND POLICY

7.1 Cancellation by Client

- The Client must provide at least 48 hours' notice if they wish to cancel or reschedule a training session. Failure to do so will result in a forfeiture of that session, and no refunds will be issued.
- Training packages are payable upfront, and non-refundable.

7.2 Cancellation by Trainer

If Trainer must cancel or reschedule a training session, the Trainer will provide as much notice as possible, and the session will be rescheduled at a mutually convenient time. No refunds will be issued for sessions cancelled by Trainer; instead, the session will be credited to a future date. Refunds can be made as discretion of the Trainer.

7.3 Refunds

Refunds will not be issued for completed training sessions. If the Client is dissatisfied with the training services, they must communicate this to Trainer in writing, and both parties will work to resolve the issue in good faith.

8. LIABILITY AND INDEMNIFICATION

8.1 Liability of Trainer

Trainer will not be liable for any injuries or damages to the Client, the dog, or any third parties during the course of training, except where such injury or damage is caused by gross negligence or willful misconduct on the part of Trainer.

8.2 Indemnification

The Client agrees to indemnify and hold harmless Trainer and its employees, agents, and subcontractors from any claims, damages, costs, or expenses arising from the actions of the Client's dog during or outside training sessions, including but not limited to property damage, injuries to persons or other animals, and legal fees.

9. EMERGENCY PROCEDURES

In the event of an emergency during a training session, Trainer will take the necessary steps to ensure the safety of the dog and all individuals involved. This may include administering first aid, contacting veterinary services, or calling emergency responders. The Client will be responsible for any medical or veterinary costs incurred as a result of the emergency.

10. TERMINATION OF AGREEMENT

10.1 Termination by Trainer

Trainer reserves the right to terminate this Agreement at any time if the Client fails to comply with the terms outlined herein or if the Trainer believes that the dog poses a danger to the Trainer, the Client, or others.

10.2 Termination by Client

The Client may terminate this Agreement at any time by providing written notice to Trainer.

11. DISPUTE RESOLUTION

In the event of a dispute arising from this Agreement, both parties agree to attempt to resolve the matter through good faith negotiations. If a resolution cannot be reached, the parties agree to submit the dispute to mediation before pursuing any further legal action.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding the subject matter herein. No other agreements, representations, or warranties, whether written or oral, will be considered as binding unless signed by both parties. Any modifications to this Agreement must be made in writing and signed by both parties.

13. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the United Kingdom without regard to its conflict of law principles.

14. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

15. SIGNATURES

By checking the box in the Google Form and providing all details, both parties acknowledge that they have read, understood, and agreed to the terms of this Dog Training Agreement.

Signature

Date

Signature

Date

****DISCLAIMER****

This template is provided for informational purposes only and should not be considered legal advice. It is a general template and may not cover all specific legal requirements for your situation. It is strongly recommended that you consult with a qualified legal professional to ensure compliance with local laws and regulations.