

anguiries@edinburghdogbehaviour.com 0 07495 789 757

TERMS AND CONDITIONS OF SERVICE

These terms and conditions apply to all behaviour and training work carried out with, or on behalf of you, the client, including online, telephone, email and in person advice. Payment or part payment for services, completion of a client registration form and/ or participation in video/ phone calls, online, or in person training and behaviour work sessions with us will be taken as indication that you accept and agree to be bound by these terms and conditions.

Please read the following carefully and if you have any comments or questions contact us on enquiries@edinburghdogbehaviour.com. We reserve the right to change these terms and conditions at any time. Any changes will take immediate effect at the time of being uploaded to our website (www.edinburghdogbehaviour.com). It is the responsibility of our clients to read these.

GENERAL TERMS AND CONDITIONS

Edinburgh Dog Behaviour Ltd and its representatives are fully insured and a copy of our documents are available on request. We cannot, however accept responsibility for your actions or any actions of, or damage caused by your dog/s, which will be considered at all times to be under your control and under your care.

You (the client) are entirely responsible for the health and welfare of your animal at all times. You undertake to update Edinburgh Dog Behaviour Ltd fully on all conditions which may affect your pet physically/ medically. Cases presenting with behaviour problems will only be seen on veterinary referral to ensure that any behaviours treated are viewed in the context of your pet's health status.

Older children and other family members are encouraged to participate in consultations, particularly where they play a role in the day-to-day life / care of the animal. All participants in the consult and ongoing behaviour work are subject to these terms and conditions. Children must be supervised at all times when interacting with pets or carrying out any of the techniques recommended to you.

Edinburgh Dog Behaviour Ltd undertakes to ensure that all information provided is up to date and accurate, and provided in a manner that is accessible and easy to follow. If you believe you have discovered an error in information provided or information is not clear, please let us know. If we discover an error, we undertake that we will inform you at the earliest opportunity.

Edinburgh Dog Behaviour Ltd and its representatives reserve the right to refuse to work with a client without giving reason, or to terminate a session early should the behaviour of you or your pet give cause for concern for the safety and welfare of those present. Where possible we will endeavour to provide reasons and guidance on where you can look for appropriate help and advice.

Edinburgh Dog Behaviour Ltd accepts no responsibility for loss, injury or accidents that occur to pet, owners or their families, or any veterinary bills or other costs arising from any incident relating to behaviour work, training, equipment or advice given. The ongoing health and safety of the pet and friends/ family members and the public is entirely the responsibility of the owner.



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TRAINING METHODS

All of the methods and techniques we use and recommend are based on up-to-date science and best practice. We make a considerable investment every year into continuing professional development with many of the world's leading behaviourists and trainers.

Since knowledge changes over time and new scientific discoveries are being made, recommended techniques are likely to change over time. We will also select and recommend methods and approaches that are appropriate for your dog based on your current situation. Therefore, there will be natural differences in what each client receives as part of their programme, including management advice and the number and type of training exercises given.

All methods recommended are fair, kind and where possible reward based, and we will never recommend something that will cause pain, panic, fear or physical harm to your dog. Harsh handling, use of physical force and the use of aversive or punishment-based techniques will never be advised as there is strong evidence that these techniques damage the owner-dog bond, and can cause worsening/additional behaviour issues further down the line. Such methods can be particularly detrimental to dogs suffering from fear/ anxiety-based behavioural issues. This includes the use of equipment such as shock collars/ e-collars, spray collars, sonic collars or other equipment designed to reduce a behaviour by punishment. If you are currently relying on the use of such equipment to manage your dog at any time, please make this known at your initial consult so that we can find a better alternative. We will never judge you or your dog.

ENGAGEMENT AND COMMITMENT

By working with us, you are agreeing to:

- Engage fully with the programme to the best of your ability and understand that bringing about behaviour change involves commitment, consistency and very often some compromise between your needs and the needs of your dog.
- Fully and freely disclose all requested information on your dog's behaviour prior to and during the course of all behaviour sessions. This includes fears, aggression, previous behaviour history etc. Failure to do so could cause harm to you, your dog, members of the public/ your family/ friends, representatives of Edinburgh Dog Behaviour Ltd and/ or may result in advice given being ineffective or inadequate.
- Ask for clarification if anything is unclear.
- Have an open mind about potential solutions and strategies.
- Try your best to ensure everyone who is regularly involved with your dog understands their role in the training programme and can assist where reasonable/ practicable.
- Be open and honest when providing information, and when communicating your thoughts and feelings about our recommendations. Everything you have to say is valid and will allow us to find the best route for you and your dog.
- Avoid introducing alternative or additional training methods (for example ideas seen on T.V., advice given by friends or seeking advice from other trainers) for the duration of any packages with us to prevent confusion and conflict which may reduce the efficacy of our advice. If you do wish to include additional techniques, you agree to fully disclose these to your trainer/ behaviourist prior to doing



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so. Where techniques are deemed by us to be incompatible or detrimental to your dog's behaviour plan, we reserve the right to refuse inclusion. Where techniques are added without discussion, or in spite of our recommendations, we retain the right to terminate the package and are not obligated to provide a refund for any remaining time/ sessions.

SUCCESS

Edinburgh Dog Behaviour Ltd undertakes to ensure that the service provided to you will always reach the highest possible standards. However, dealing with animals can be unpredictable and therefore we cannot provide a guarantee that the methods we recommend will be totally successful and timely for every case. There are no quick fixes for behaviour issues, and much will depend on the time, effort and dedication of the owners/ family who undertake training and management of the animal, as well as the unique characteristics of the animal itself. Dogs are complicated, and we encourage you to approach behaviour work as you would any new skill and to expect a learning curve, alongside your dog.

Our behaviour assessments and initial packages are aimed at diagnosing the source of the issue and providing you with the first steps towards helping to address your dog's behaviour. In some cases, continued veterinary support by way of further investigation or treatment for medical conditions may be recommended and we frequently see cases requiring additional ongoing support including (but not limited to) physiotherapy, hydrotherapy and medication (including psychoactive meds). It is also common for clients and their dogs to require additional coaching to increase or perfect the skills, tools, training and/or handling techniques necessary for addressing the behaviour issue or to work through longer term and more complex issues. We provide continuation/ follow on behaviour packages for this purpose and / or can assist you in finding an appropriate training to help meet your training goals.

VETERINARY COLLABORATION

We work as part of the veterinary led team and provide feedback and reports to the referring veterinary surgeon in all behaviour cases.

Where physical or medical factors are deemed relevant in your dog's behaviour, success of any behaviour treatment plan will likely be contingent upon treatment and / or management of underlying conditions, under the guidance of veterinary professionals. Clinical behaviourists are trained to recognise behavioural signs of ill health and therefore if such behavioural signs are present and potential medical factors flagged, failure on behalf of the client or veterinary surgeon to recognise the significance of these behaviours in relation to the physiology and health of the dog will not constitute a failure to carry out a thorough clinical behaviour assessment on our part. In many cases, it will be necessary to work to rule out potential medical factors, a process which can be difficult due to the non-specific nature of behavioural signs but is none-the-less important both for success in behaviour modification, and to ensure welfare of your dog.

We will endeavour to provide a behaviour plan which takes into account potential medical factors, to allow behaviour modification to begin immediately. On some rare occasions, sufficient behavioural evidence may be present so as to convince us that proceeding with implementation of behaviour and training techniques may cause a detrimental effect on welfare if medical causes are not investigated/addressed first. In such cases, we reserve the right to pause any active behaviour package and / or refuse to provide further behav-



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iour treatment until medical investigation is pursued and we may also recommend referral to a veterinary behaviour specialist in addition to or as an alternative to our services.

PAYMENT AND CANCELLATION POLICIES

DEPOSITS, PAYMENTS & INSURANCE CLAIMS

A deposit is required in advance to confirm your booking, unless otherwise agreed. Payment by bank transfer is preferred however we also accept credit cards and cheques/ cash by prior arrangement. You will be invoiced upon booking your session/s, and all charges are given in pounds sterling.

Please note, if intending to claim on insurance you must check with your policy provider as cover varies between providers and policies. We are unable to initiate direct claims from insurers and therefore full payment is required directly to us in the first instance. After your initial consult, you can then initiate a claim as per the instructions from your provider, at which point they will contact us for supporting documentation.

Edinburgh Dog Behaviour Ltd and its representatives will not be liable for any claims that are refused on any grounds, and we will not be liable for any additional costs incurred in preparation for or as a result of your consultations with us.

All invoices include an "issue" date and a "due" date. The due date is the final deadline for payment of the total outstanding balance. Automatic reminders will be sent when an invoice becomes overdue, and we will follow up with a manual email and phone call. We understand that life happens, and if you are struggling to make payments you agree to contact us as soon as possible to arrange an extension or payment plan. A late payment fee of £5 per week will be charged if payment is not received and if we do not receive contact from you regarding the outstanding payment.

Where invoices remain overdue in excess of 30 days from the due date, we reserve the right to pursue payment via the small claims court.

REFUNDS & CANCELLATIONS

Cancellation of training or behaviour sessions (including online, telephone and in person sessions and behaviour assessments):

- Cancellation before an initial session or package has begun must be provided at least 7 days in advance by email. A response will be given to accept cancellation or to rearrange your booking. If no response is received, then a booking should be considered as not cancelled. Where more than 7 days' notice is given a full refund will be available, minus administrative costs and card fees where applicable. Refunds can only be made via the method of payment used.
- ii. Cancellation before an initial session or package with 7 days or notice or less will be subject to a charge of 50% of the session or package cost. If you are yet to pay the outstanding balance on your booking, you are still obligated to cover this cost and we will adjust your invoice accordingly.



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- iii. Cancellation before an <u>initial</u> session or package with 72 hours notice or less will not be eligible for a refund. We expect clients keep in mind that on short notice we cannot replace the session or package, and will have turned away other customer in order to accommodate your booking. If you are yet to pay the outstanding balance on your booking, you are still obligated to over this cost.
- iv. Cancellation or rearrangement of any <u>follow-on</u> session or package must be provided by the client at least 72 hours in advance by either email or phone/ Whatsapp message to your designated trainer/ behaviourist. A response will be given to accept cancellation or to rearrange your booking. If no response is received, then a booking should not be considered as not cancelled.
- v. Cancellation on short notice due to weather conditions is at the discretion of Edinburgh Dog Behaviour and its representatives. Due to the nature of owning a dog in Scotland we expect owners to be ready to train in all weathers, however on the rare occasion that weather conditions are considered dangerous or a welfare risk to dog/ handler/ trainer we will cancel and rearrange the session. If your dog has specific needs in relation to training in certain weather conditions you must make your trainer/ behaviourist aware of this at your initial session.
- vi. Where a client makes repeated requests to rearrange or cancel bookings, Edinburgh Dog Behaviour and its representatives reserve the right to deduct reasonable costs from any amount received, or to charge reasonable expenses for such costs incurred. Should such cancellations/ rearrangements number more than three in a package period, Edinburgh Dog Behaviour and its representatives reserve the right to refuse further bookings and to cancel the package without offering a refund.
- vii. Clients are required to take all package sessions over a period not exceeding 3 months from the date of the initial session, unless written consent is given to carry sessions over to the next period. Where sessions are not taken within this three month period, they will be considered forfeit, and not eligible for a refund or transfer. Responsibility for booking/ arranging package sessions falls on the client.
- viii. Where a client fails to respond to attempts to make contact by email/ telephone/ text/ mail or other methods, and/or fails to attempt to make contact directly with Edinburgh Dog Behaviour within the package period (3 month from the first session), Edinburgh Dog Behaviour and its representatives reserve the right to cancel outstanding sessions without offering a refund.
- ix. Rehoming or otherwise relinquishing ownership of a dog does not automatically qualify a client for a refund for any booked training or behaviour session or package. Refunds will be applied as per the above conditions. This incudes cases whereby the decision is made to euthanise your pet, whether or not the euthanasia is our recommendation.

Cancellation of workshops/ seminars/ class blocks / courses or guest trainer sessions by the client

- i. Cancellation of any workshop, seminar, class block, course or guest trainer session must be given in writing 14 days prior to the event or as soon as practicable after the client becomes aware they are unable to attend. A response will be given to accept cancellation. If no response is received, then a booking should be considered as not cancelled.
- ii. Cancellations received in excess of 14 days (not including the day of the event) before the event/ start of a course or class block will be eligible for a full refund, minus any administrative costs.



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- iii. Where cancellations are made within 14 days of the event/ start of a course or class block and the place cannot be filled or transferred, the client shall not be eligible for a refund. In the case of bespoke workshops, seminars or similar sessions where preparatory work has already been carried out, we reserve the right to charge for time already spent, at the hourly base rate of £75 per hour.
- iv. Rehoming or otherwise relinquishing ownership of a dog does not automatically qualify a client for a refund for any booked workshop, seminar, class block, course or guest trainer session. Refunds will be applied as per the above conditions.

Cancellation of any session by Edinburgh Dog Behaviour

- i. In the unusual event that Edinburgh Dog Behaviour requires to cancel a booked training/ behaviour 1-2-1 or workshop/ seminar/ class / course or guest trainer session, an alternative will be offered. If this is unsuitable a full refund shall be made available. Refunds can only be made via the method of payment used.
- ii. Where cancellations are made by the client on more than 3 occasions within the same package period, Edinburgh Dog behaviour reserves the right to cancel the remaining package sessions without refund.

Swaps and changes

Our behaviour packages are calculated based on the number of hours dedicated to each case. Due to the diverse nature of case, client and dog needs, we may suggest switching sessions in some cases, e.g. in person for online, or remaining online/in person sessions for continuing remote support or vet liaison. Swaps will be calculated on an hourly basis within the allowance for the package purchased.

Where we believe this will be a benefit to you/your dog we will discuss any swaps/ changes and agree these with you before making any changes. If you believe package time could be better used to support you and your dog you are also welcome to suggest a change in the use of the package time, however we reserve the right to refuse proposed changes if these are not practicable or not in the best interests of your dog's behaviour treatment.

DISCLAIMER

By enrolling on any of our programmes you indicate that you are aware that any attempt to modify behaviour poses a risk of injury to yourself and other individuals in your household or who play a role in the day-to-day care of your dog.

If any technique is proposed that you have reason to believe might be problematic to your dog and may cause them stress, frustration or trigger an additional behaviour problem you have knowledge of you must make this known immediately so that alternative techniques can be found. As the person responsible for your dog and their training programme, you are to ensure that necessary steps are taken at all times to prevent injury, including avoidance of situations that might trigger an aggressive behaviour.

By booking and participating in any service or package provided by Edinburgh Dog Behaviour you agree to indemnify and hold unaccountable Edinburgh Dog Behaviour and it's representatives against any and all losses, liabilities, judgments and costs (including legal fees and expenses) arising out of, or related to, any claim of injury to persons or property of any kind, whether before, during or after the consultation and when implementing suggested techniques with your dog.