### **Terms and Conditions**

The following terms and conditions and the attached Schedule apply to all behaviour advice and work, courses, online and one-to-one training, equipment and other services relating to and supplied by Control the Meerkat and the owner/any handler of the pet.

These terms and conditions and the attached Schedule are aimed to protect the rights and welfare of all parties. Please read these terms and conditions and the attached carefully. Should you have any queries please contact us.

Attendance at any appointment or class signifies your acceptance of these.

#### General

- 1. All work created by Control the Meerkat for the client is to be used for the sole purpose for which it was created. The client does not have the right to resell work created by Control the Meerkat or repurpose it without written consent from Control the Meerkat. Ownership of the work shall not pass to the client until all charges have been paid in full.
- 2. Control the Meerkat will not be responsible for the creation of work which in any way contravene any existing Legislation and in particular the Trade Description Act 1968 and the Consumer Credit Act 1974.
- 3. Control the Meerkat reserves the right to refuse to provide service or create work at its own discretion.
- 4. Control the Meerkat cannot always guarantee to start work immediately, there may be a waiting list, and this will be communicated with the client at the time of enquiring.
- 5. Behaviour and training programmes are completed within the agreed timescale, this is confirmed at time of booking. If no timescale has been agreed for a service, Control the Meerkat will not be responsible for any losses to the client if the deadline is not met.
- 6. Once the work meets the terms of the quotation with its specifications, any modifications the work will be considered an amendment to the contract and charged accordingly.
- 7. All amendments must be agreed by both Control the Meerkat and the client.
- 8. All amendments may exceed original deadlines agreed by Control the Meerkat and the client.
- 9. Unless otherwise stated, Control the Meerkat reserves the right for those under the mentorship scheme to be given access to the virtual consultation. All mentees sign a confidentiality agreement.
- 10. All media sent by the client to Control the Meerkat may be used for educational purposes by Control the Meerkat unless otherwise specified by the client. Control the Meerkat cannot be held responsible for any technical issues that incur a wait of 10 minutes or more from the start of a session and reserves the right to cancel the session with no view to reschedule if this occurs.

- 11. Whilst every care is taken to ensure the safety of you, the client, and your dog, whilst attending any rehabilitation/training sessions arranged by Control the Meerkat, please note that no responsibility can be accepted by Control the Meerkat for any injury or illness to yourself, the client, or your dog.
- 12. Clients will not be permitted to use any piece of equipment in class unless the tutor is present, and they have been given guidance on how to use the equipment safely.
- 13. If a CAB or REHAB trainer needs to visit in person and the client is located outside a 30-mile radius, the client will be required to pay an additional 45p per mile beyond the 30-mile limit, applicable for both the journey to and from the client's location. The standard packages only include services within a 30-mile radius. Alternatively, the client has the option to schedule an online virtual visit for any session. By signing up, the client agrees to these terms.

#### Insurance & Claims

Control the Meerkat are accepting direct claims for all behavioural packages subject to

pre-approval. To ensure the prompt and efficient submission of claims Control the Meerkat asks that clients provide requested information promptly and 48 hours ahead of all appointments.

- 1. It is important to appreciate that if, having carried out careful checks with you and your insurers, we decide that we are prepared to undertake a direct claim for the treatment for your pet, this is not a guarantee that your insurers will settle your claim, and if they fail to do so, this will result in a shortfall for which you will be liable to pay us in full.
- 2. Any anticipated shortfall in the cost of treatment, which is not covered by your insurance company, will be payable by the client to Control the Meerkat at the time of making the first direct claim. You will also be required to pay any additional shortfall outstanding once the claim has been settled.
- 3. Clientele agree to pay any outstanding balance within 72 hours of the request for finances from Control the Meerkat.

### Guarantee

- 1. Control the Meerkat shall create the agreed work for the use of the client. The client may use the work or works only in its original form and only for its original use for the animal named and described within the work. The training and behaviour programme is specific to the dog(s) that the programme has been designed for and should not be used in part or whole with any third party.
- 2. There are no guarantees that a problem behaviour will be completely resolved. Some issues have a genetic input; and/or a problem behaviour may have been going on over a long period. All successes will depend on the work put in by the client, people involved in the training, environmental factors (for example, your household, your walking routes, the influence of other people and animals) and physical factors (for example, diet, neutering status, medical conditions).

- 3. Control the Meerkat shall create behaviour and training programme to the specifications of the problems assessed at the first Behaviour Consultation and / or training session and will make amendments to the training and behaviour programme accordingly.
- 4. The client shall agree not to sell, destroy, deface, alter, or part with work created by Control the Meerkat or permit it to be given or done so by any third party.

## **Payment**

- 1. Work created by Control the Meerkat is charged to the client at the agreed amount in writing at the time of quotation.
- 2. A non-refundable deposit is required upon booking to secure the appointment for the behaviour / training session.
- 3. Danielle Beck, Clinical Animal Behaviour will send the client an invoice when payment is due or receipt when payment is received.
- 4. The client shall pay Control the Meerkat the full price of the service one week before the first consultation/training session by electronic bank transfer or PayPal. The client will incur the paypal fees if they choose this option.
- 5. All quotes and tenders are valid for a period of thirty days.
- 6. Interest will be charged per day on all payments received outside of payment terms at the rate of eight per cent above the Bank of England Base Rate as applicable on the previous 31 December or 30 June whichever is the most recent.
- 7. Whilst outstanding payment is due, Control the Meerkat reserves the right to withhold the services or goods.
- 8. Any payment returned by the bank or card company will incur £10 admin charge to the client as well as any charges made by the bank.
- 9. Amendments to programmes and training/classes may incur an additional charge beyond that of the original invoice, and this will be communicated with the client in writing.
- 10. In the event of pet loss or rehoming, the client is not automatically entitled to a refund for any services from Control the Meerkat that have been undertaken or are pending.

#### **Facilities**

- 1. The use of the facilities (wherever specified by Control the Meerkat), is entirely at the client's own risk.
- 2. The client agrees it is only the client's own dog(s) coming to Control the Meerkat and their vaccinations and wormers are up to date.

- 3. The client is responsible for your dog at all times. Control the Meerkat cannot accept any responsibility whatsoever, to the client, your dog(s) or anyone else as a result of your dog(s) or otherwise.
- 4. The client agrees to have adequate third-party insurance.
- 5. It is strongly recommended that your dog is insured for injury or illness. We cannot be held responsible for any injury or illness which may occur.
- 6. We cannot take responsibility for any loss, damage or theft to the client's vehicle or property.
- 7. Please wear suitable footwear as the car park area is uneven and can be wet/slippery. The field itself is uneven and could become slippery/muddy in extreme weather conditions.
- 8. Children must be accompanied by a responsible adult and supervised at all times, whilst on the premises. Notice must be given in writing to Control the Meerkat of any children attending rehabilitation sessions.
- 9. The field cannot be guaranteed to be dog proof, if the client has any safety concerns, please report this to Control the Meerkat who can report it to the field owners.
- 10. The client agrees to pick up after your dog(s) and take this away from the site or use the bins provided.
- 11. Please do not allow your dog(s) to dig holes in the field or cause intentional damage to any fencing or equipment.
- 12. All dog(s) must be supervised at all times.
- 13. If the dog(s), or any dogs that live within the same household, is showing any ill health (coughing, diarrhoea, vomiting, general lethargy etc) the client agrees to notify Control the Meerkat via email within 24 hours prior to the event and cancel the session.
- 14. The client agrees to inform Control the Meerkat, if your female dog comes into season as in season female dogs are not allowed to attend training / rehabilitation sessions.
- 15. Please note that all aversive/punitive training equipment is banned at Control the Meerkat this includes but is not limited to electric collars; spray collars; prong collars, rattle cans and corrector spray.
- 16. Control the Meerkat reserves the right to ask the client to leave the premises and terminate your session and or forfeit any future bookings if it is felt that the client has/is mistreating any dog whilst using the facilities.
- 17. Clients agree to not arrive more than 10 minutes early and to leave the site promptly at the end of their session to reduce the chance of overlap with the next session.
- 18. If other users are still on site when you arrive, you and your dog(s) will remain in the car until

they have left.

- 19. Clients are permitted to bring food onto the field, but you must ensure all litter/waste is taken away with you.
- 20. All bookings are made in advance, all prepayment deals are non-refundable and sessions subject to availability.
- 21. If you arrive late for your appointment, you must still leave at your allotted time.

#### **Cancellation and Termination**

1. A non-refundable deposit must be supplied on all bookings. You have 14 days from the date of booking to cancel your appointment/course by phone, letter or email which will incur deposit/30% of course fee as described below for our initial preparation. Following this period, cancellations made within 7 working days of appointment or course date will be subject to full fee without exception.

Once you have booked, we begin preparation for it and will be refusing other bookings on the basis of your space being retained. This service will incur a 30% charge of the full fee should you decide to cancel once you have booked (any amount over and above any non-refundable deposit to 30% of full fee).

- 2. Control the Meerkat reserves the right to cancel or change an appointment at any time by notice with immediate effect, without cause. By booking, the client will agree to keep the date and time of the consultations. If changes to the date and/or time need to be altered by the client, then 48 hours' notice will need to be given, otherwise a charge of £50 will be incurred on top of the existing consultation fee.
- 3. If the client needs to cancel an in person rehabilitation session, then unless Control the Meerkat is notified within five days, no refund is given and will be charged to the clients training package.
- 4. The client may cancel the agreement at any time but may be invoiced up to the full amount quoted based on the degree to which the work has been completed and on the extent to which time has been allocated to the project, that cannot be effectively used to generate revenue that would be otherwise lost.
- 5. A service will be deemed as cancelled if there is no contact for more than 30 days from the first training or consultation.
- 6. No refunds will be issued unless otherwise agreed in writing by Control the Meerkat.

# Liability

- 1. Control the Meerkat shall have no liability under any circumstance whatsoever to the client for financial loss or loss of profit.
- 2. Control the Meerkat will not be held responsible under any circumstances whatsoever to the client for a lack of time, effort, and circumstances from the work.

- 3. In no event will Control the Meerkat be liable to the client or any third party for damages or losses.
- 4. Control the Meerkat will not be liable for any loss, injury, or liability to the client.
- 5. Clients remain responsible for their dog(s) at all times and are advised to ensure they have adequate pet or household insurance cover for liability in the unlikely event of damage or injury caused by their dog to property or to a third party.

#### Communication

- 1. Control the Meerkat preferred method of communication is by email to the office to arrange any appointments or via the messaging systems in the community website https://www.controlthemeerkat.com. However, documents can be sent by traditional post if no email address is available. This will incur a postal fee to send through reports to the client at the current postal rate.
- 2. Control the Meerkat shall not be held responsible for spelling mistakes or typing errors to any documents. Signatures are not required to start a contract; email or other exchanges between the client and Control the Meerkat, are legally binding.

# Copyright

- 1. Control the Meerkat holds copyright of all work created.
- 2. All material, both text and images included in documents are the property of Control the Meerkat.

# **Complaints**

1. We aim to provide a high level of service. If you do have an enquiry or complaint regarding the goods provided by us, Control the Meerkat, then please address them in an email to Danielle Beck – hello@controlthemeerkat.com with the subject COMPLAINT.

### **Provision of Information**

- 1. Any information regarding the pet's health and/or existing medical conditions/treatment must be disclosed prior to any consultation or training or supply of equipment. Health issues regarding you, or attendees should also be disclosed to avoid injury and other issues appertaining to the services/equipment supplied. If you fail to do this we cannot be held responsible or liable for any loss or harm.
- 2. Information regarding behaviour issues or current/prior legal issues in relation to your pet(s) MUST be freely and fully disclosed for example, fear, aggression, pet's previous behaviour history, criminal or civil proceedings etc. Failure to do so could result in serious harm to your pet, you the owner, your instructor or other members of the public and may result in legal action from ourselves or others. We will not be liable if you fail to disclose any such issues to us.
- 3. We must rely on the advice of your Vet wherever needed. You give consent for us to freely contact your Veterinary surgeon/practice/access records for your pet(s).

- 4. We work as sole practitioners in relation to training and behavioural advice, in conjunction with your Veterinary surgeon's medical advice and treatment, or advice or treatment from paraprofessionals in an unrelated field. Should you choose to engage with another party for behaviour or training advice during our contracted service, we will consider this an immediate termination of our service without refund. If we agree to engage with another professional to support you, this must be discussed and agreed to fully between us, so any advice or treatment does not conflict
- 5. The client understands that full responsibility for any decisions surrounding the dog lies with them not Control the Meerkat.
- 6. Control the Meerkat will guide, coach and support the client during the behavioural modification process. The advice is based on safety and wellbeing of both the family, public and dog as a whole and you understand this may involve difficult/ emotional discussion topics to be highlighted/ discussed in some cases to ensure the best suitable outcome for all involved.
- 7. The client understands that behaviour/ training is progressive based on your individual dog's pace and experiences and that it requires commitment to practise, rehearse and complete practices in your own time outside of the sessions to ensure that continual progress can be achieved.