

Companion Minds Animal Behaviour & Training Terms and Conditions

Please read the following terms and conditions, and privacy statement in full. This document may be subject to change.

Once payment has been received for any service this implies full agreement with these terms and conditions. If payment has been agreed to be delayed in writing, then written agreement to these terms & conditions in the form of an email to the relevant email address (see above for behaviour or training email address) will be necessary.

Payment, refunds, cancellation, and rescheduled dates:

The price for the service being provided is stated on the invoice emailed to you, the client. Payment must be paid into the bank account details listed on the invoice prior to the provision of service. Cash payment is also accepted but must be paid before the service commences. This can be at the start of the agreed date and time of service provision. Payment may be accepted after service provision only if an alternative agreement is made in advance in writing (email or written letter). Failure to pay will result in the service not being provided or referral to a debt collection agency or the county court. This will incur further charges.

There will be strictly no refunds from 7 days prior to any service provision. A full refund is available if the training session, class, or consultation is cancelled by the client 7 days before scheduled service provision. If a date for service provision is arranged to take place equal to or less than 7 days after the invoice has been received, then the client accepts that no refund opportunity will be available.

In the event of the client or Companion Minds Animal Behaviour & Training (hence forth Companion Minds) rescheduling, the above refund term and condition applies to the new date. In the case of a class session, if the client cannot attend on the rescheduled date then the client will not receive a refund but instead Companion Minds credit will be issued for the purchase amount, which can be redeemed against any other Companion Minds session of the same price. Whether we offer a refund in this situation is at our discretion.

In the event of Companion Minds cancelling a pre-agreed date and time for a session due to personal health and/or natural event, and no date is rescheduled, a full refund is available to all clients. Alternatively, clients can accept Companion Minds credit for the purchase amount to redeem against any other Companion Minds session of the same price.

If you do not attend a session at the agreed date and time then no refund is available.

In the event of any rescheduling or cancellation, Companion Minds will not be held responsible for any financial loss incurred by the client who purchased non-refundable and/or non-transferable accommodation or travel, or any other related expense.

For vet referral behaviour service clients, if you intend to claim on your pet insurance, we advise that you check directly with your insurance company as policies vary greatly on behaviour cover. We do not make direct claims on the client's behalf, but if necessary, we can sign any required paperwork or provide letters.

Dog training and behaviour ethics:

Companion Minds follow the Animal Behaviour and Training Council (ABTC) ethics statement (<http://www.abtcouncil.org.uk/images/EthicalDogTraining.pdf>).

If we deem client use of equipment or handling in any session breaches these standards, we hold the right to eject the client from the class or session.

Suitability of dogs in a class environment:

In a training class setting, it is important the dog/s is/are suitable for the environment. We hold the right to enquire with the client about the suitability of the dog for a session and refuse service provision if they deem the dog to not be suitable.

If we do deem a dog to be suitable, but during a class or session they assess that the dog's welfare is compromised, we hold the right to ask the dog and client to leave the session and a full refund or Companion Minds credit will be provided, the choice of which is decided upon by the client.

Assistance dogs are welcome free of charge at any session unless participating, in which case all terms and conditions outlined here apply.

Remote/online appointments:

By attending an online appointment, you agree to the use of that software for service provision/meeting/consultation. By using a particular piece of software, you accept that it is you (the clients) responsibility to view the terms and conditions and privacy policies of the company that owns and supplies the software. We accept no responsibility for the terms and conditions, or privacy related with use of external companies' software.

Children:

Children, defined here as younger than 18 years of age, are very welcome to attend all sessions provided they are accompanied by a responsible adult (18+ years of age), except classes involving dogs with a known history of aggressive behaviour. In the latter case, we reserve the right to refuse children's attendance at such classes. Where children are allowed to attend classes, we ask that adults ensure that children do not approach or touch any dogs other than their own, without appropriate supervision and permission from the Companion Minds personnel present and the dog's owner. We accept no responsibility for children at classes and it is the responsibility of the supervising adult to ensure the child's safety at all times. In addition, children must not be allowed to disrupt the learning of clients and their dogs, and we reserve the right to ask disruptive children not be brought to classes in the future.

Safety:

Any instances of accident or injury must be reported to the session instructor at the time they occurred, and an accident report completed. Dogs present at classes must remain on lead and be kept away from contact with other dogs and from other people, unless specifically instructed to by a Companion Minds

personnel, in addition to the verbal consent of the owners of the dog/s in question. At the start of all classes, fire exit routes will be explained to all clients present.

Health and vaccination:

By booking and making payment for service provision, and therefore agreeing to Companion Minds terms and conditions, you are accepting full responsibility for the protection of your animal from the potential risk of disease, including internal and external parasites. Further, by booking and paying you are agreeing that your dog is fit and healthy enough to take part in the purchased service and is fully up to date with all vaccinations.

We accept no responsibility for the potential or actual exposure of animals to disease during or after service provision.

Do not bring your dog to a class session if they have been in contact with another animal infected by a contagious disease or if it appears unwell.

We ask that bitches in season are not brought to any class sessions.

COVID-19

In light of the COVID-19 outbreak, clients understand that it is their decision to attend the services that Companion Minds are able to offer, and in doing so they understand the risks associated with transmission of, and infection with, COVID-19. Clients are responsible for maintaining social distancing at all times during any form of service provision, as per the relevant UK Government guidelines at the time of attendance. We ask that clients do not attend any service if they are ill or showing any symptoms of ill health. Companion Minds will have additional hygiene procedures in place that will vary depending on the form of service. Clients understand that such hygiene protocols will be communicated to them prior to service provision where necessary and that they must follow said protocols. If clients do not follow the hygiene protocols communicated, Companion Minds hold the right to refuse entry or access to service provision with no refund provided.

Photograph & videos of service provision:

Clients are not permitted to take photos or videos during any service provision without the express permission of the Companion Minds personnel present.

Behaviour service clients:

Consultations: Consultations times vary depending on the complexity or content of the individual case but we advise that you allow for at least 3 hours. Time and date for the consultation is agreed via email or verbally over the phone and confirmed in writing on the service invoice. If your animal/s develop additional behavioural problems not discussed at the original consultation then an additional consultation will likely be necessary which will incur additional charges which may be subject to change (check website for latest charge information). We reserve the right to refuse to provide advice related to new behavioural complaint if we feel it is inappropriate to offer advice without a further consultation. We are a referral only behaviour practice and can only give advice on animals that have been referred to us.

Follow up: As part of the vet referral behaviour consultation service we offer various packages of follow up support, which may be subject to change (see website for latest structures), but at a minimum all packages will normally include telephone and email support for 3 months post-consultation. Regarding this contact you understand that you can email us at any time but that we will not necessarily be able to reply immediately. We do however commit to responding to all emails within 24 hours of receiving them if a reply is warranted. Regarding phone calls, you understand that you can make a phone call to us between the hours of 9am – 5pm and between 6pm and 7pm, but you understand that we will not necessarily be free to answer all calls. If you leave a message, then we will get back to you within 24 hours of the missed call time stamp. To ensure contact, you understand it is best to email us to arrange a time & date for a telephone consultation. If this has been arranged, then we commit to ringing the client at that specified time & date. You understand and accept that we reserve the right to ignore Facebook, Whatsapp and any other social media messages we receive from active behaviour clients. Whether we respond to messages received via this medium is at our discretion, unless specifically agreed in writing or verbally with client to communicate via these channels.

Disclaimer:

For all our services we make every effort to ensure the safety of clients and their animal/s during service provision. By making a booking and payment with us, you are accepting that participating in an activity with animals, children and/or adults poses a risk of injury to all parties involved, and you agree to indemnify Companion Minds for all personal injury and damage to property and all third parties during or after service provision. You agree to assume full responsibility for any risks, injuries or damages, known or unknown, which might occur as a result of you and/or your animal(s) partaking in service provision.

You understand and accept that your animal (and their behaviour) remains entirely your responsibility at all times.

Note that all behaviour and/or training programmes may not be effective if guidelines and instructions are not closely followed, or if changes or additions are made without prior discussion with us. While we make every effort to help the client with their animal and to provide as accurate as possible prognosis, you accept that we can make no guarantees. We will not be held responsible for any incident occurring or for lack of progress with behavioural modification. Please contact us should you require more information or wish to discuss a particular case further.

In addition, any programme, hand out, or video footage supplied to the client cannot be distributed to any third parties without written consent from us.

In special circumstances, we may ask for additional written consent relating to risks we believe a particular animal may have. We reserve the right to make continuing working with a client and their animal conditional on additional agreed upon terms, for example, that an owner ensures their dog is muzzled at all times when outside their home or written confirmation that the client has decided to not follow a particular piece of advice given.

Companion Minds Animal Behaviour & Training Privacy Notice:

Your personal information: We collect personal information about you when you or when your vet requests referral to us, or if you enquire or book onto any of the services we offer. We use this information to contact you regarding the services which you have enquired about, and to register you for those services. This section explains more about how we use your personal information.

What information we collect about you: We collect information about you when we are contacted by you, or your vet, about the services we provide. We will collect your contact details as well as details about your pet/s and your pet/s history as well as any other data we feel is important e.g. whether there are any at risk individuals in your home if you enquire about your pet's aggressive behaviour. We may record this information on file if contact is via telephone, and you may also submit written information to us with enrolment forms, referral forms, or behaviour history forms.

How we use your information: We collect this information to enable us to contact you regarding the service/s which you or your vet, through referral, have enquired about. All data will be processed in accordance with the Data Protection Act 1998 and GDPR. All personal data will be held on a password protected computer or password protected mobile phones. We will only contact you about the services you have enquired about, unless you tell us that you specifically do want to receive this information, or if we think it is relevant to managing the behaviour which you sought help from us for.

Information we may share with others: Your information is not shared with any other organisations, except your referring vet as it relates to management of a behaviour problem. No information is sent abroad. When contacting you, we use only the email and telephone numbers provided by you. You accept that all information supplied to Companion Minds may be shared with both partners, named Tom Rowland and Kate Golding, and potentially other instructors who are assisting in class whom will need to be familiar with each dog present. Any instructors/helpers/observers that are not employed by Companion Minds will have signed confidentiality agreements to not share any information provided to them or overheard from clients during service provision.

In exceptional circumstances, we may be asked to share your information with police or other investigators if it would prevent or detect crime or safeguard a person's wellbeing. Each instance will be judged on its own merit and any information sharing done within the law.

How long we keep your information: Records related to an animal and their pet will be kept indefinitely unless specifically asked by the client who owns the animal for records to be destroyed after the animal's life has ended.

Personal information as it relates to marketing: Photographs of animals and/or clients will not be taken during service provision or shared for the purposes of marketing without the client's express permission. This permission may be given verbally or in writing by the client. Written feedback will only be used for marketing purposes with the owner's express permission. If written feedback is provided anonymously, then Companion Minds hold the right to share this feedback for marketing purposes without permission.

Clients are not permitted to take photos or videos during any service provision without the express permission of the Companion Minds personnel present.

Accessing your information and other rights:

Access – you have the right to request a copy of any personal information we hold about you. Please contact us if you would like this.

Portability – We can provide information we hold about you to another company or individual if you request us to. This request should be in writing.

Correction – If any of the information we hold about you is incorrect or incomplete please let us know.

Erasure – You can request that your personal information is erased if it is no longer necessary for us to keep it, or you withdraw consent that you have previously provided, or you object and there is no overriding grounds to keep it or if it is unlawful to keep it. If any animal of a behaviour service client is still alive, we consider it important to keep data and information related to that individuals' case.

Restriction – You can request that the use of your personal information is limited to storage only and we use it for no other purpose.

How to object or withdraw consent: If you object to our use of your personal information then we must stop unless we can demonstrate compelling legitimate grounds for continuing. Please contact us via email or telephone and explain your objection. If you have provided consent for the use of your personal information then you can withdraw this consent at any time by contacting us.

How to contact us:

Behaviour related clients: companion.minds.behaviour@gmail.com; 07986 322 328

Training related clients: companion.minds.training@gmail.com; 07752 340 679