

Terms & Conditions

Behaviour, Training & Workshops



Dogs are living creatures and their behaviours naturally change over time due to factors such as age and changes in their environment. Any guarantee in these Terms and Conditions cannot circumvent these factors.

Definition

1. Agreement means the quotation, acceptance and the following terms and conditions.
 2. Work or works means any training, behaviour consultation, handouts, written report, training program, behaviour program provided by Puppy Pals Cumbria. It may also describe other services such as administrative, training meetings and other tasks which are necessary in the creation of the program.
 3. Puppy Pals Cumbria means Puppy Pals Cumbria and it can also extend to Chris Mancini.
 - a. The Client means the individual who requested the work.
 4. Amendments means any alteration to the work.
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Entire Agreement

1. These terms and conditions apply to all sales and services by Chris Mancini, Puppy Pals Cumbria, to the exclusion of any other terms unless otherwise agreed in writing.
 2. They reserve the right to update these Terms and Conditions at any time by notice and with immediate effect.
 3. These terms and conditions shall prevail over all terms and conditions of your customary practice or any previous course of dealings the client has had with Puppy Pals Cumbria.
 4. These terms and conditions apply to all work created by Puppy Pals Cumbria. Work services or products are only supplied in strict accordance with these terms and conditions.
 5. These terms and conditions shall be subject to English Law.
 6. The contents contained in the quotation (verbal or written) and these Terms and Conditions form the agreement between Puppy Pals Cumbria and the Client relating to the work, no variation on them will be binding to Puppy Pals Cumbria unless it is agreed in writing and signed by Puppy Pals Cumbria (Chris Mancini).
 7. Each clause of this Agreement is independent and operates separately in its own right.
 8. By agreeing to these terms and conditions your statutory rights are not affected.
 9. Should Puppy Pals Cumbria decide to waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit Puppy Pals Cumbria to waive the same clause on any other occasion.
 10. Any alterations or variations of these terms and conditions shall be inapplicable unless agreed in writing by all parties concerned before commencement of any work.
 11. Ordering services or using work created by Puppy Pals Cumbria is automatically agreeing to these terms and conditions.
 12. This contract shall be governed by the laws of England and both parties shall submit to the non-exclusive jurisdiction of the English courts.
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Guarantee

1. Puppy Pals Cumbria 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 .
 2. Puppy Pals Cumbria shall create training and behaviour programmes to the specifications of the problems assessed at the first training session and will make amendments to the training and behaviour programme accordingly.
 3. 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.
 4. The client shall agree not to sell, destroy, deface, alter or part with work created by Puppy Pals Cumbria or permit it to be given or done so by any third party.
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General

1. Work created by Puppy Pals Cumbria is charged to the client at the agreed amount.
 2. The full charge of the service is payable at the first main consultation/training session.
 3. Deadlines set in the agreement will not affect Puppy Pals Cumbria' right to be paid.
 4. If work is cancelled the client shall reimburse Puppy Pals Cumbria for any and all losses arising. In the event that work is cancelled, ownership of the work remains the property of Puppy Pals Cumbria and the Client is not authorised to use any part of the work.
 5. Ownership of the work shall not pass to the client until all charges have been paid in full.
 6. All work created by Puppy Pals Cumbria 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 Puppy Pals Cumbria or repurpose it without written consent from Puppy Pals Cumbria.
 7. Puppy Pals Cumbria is entitled to assign any or all of its rights and obligations included in this agreement to third parties.
 8. Puppy Pals Cumbria 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.
 9. Puppy Pals Cumbria reserves the right to refuse to provide service or create work at its own discretion.
 10. Puppy Pals Cumbria cannot always guarantee to start work immediately.
 11. If no timescale has been agreed for a service Puppy Pals Cumbria will not be responsible for any losses to the client if deadline is not met.
 12. Once the work meets the terms of the quotation with its specifications any modifications to the work will be considered an amendment to the contract and charged accordingly.
 13. Amendments to programmes and training/classes may incur an additional charge beyond that of the original invoice.
 14. All amendments must be agreed by both Puppy Pals Cumbria and the client.
 15. Amendments may exceed original deadlines agreed by Puppy Pals Cumbria and the client.
 16. Training and behaviour programmes are completed within the agreed timescale - this is confirmed at time of booking.
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Behaviour, Training & Workshops



Payment

1. The client shall pay Puppy Pals Cumbria the full price of the service at the time of booking via Stripe.
 2. All quotes and tenders are valid for a period of thirty days.
 3. 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.
 4. Whilst outstanding payment is due Puppy Pals Cumbria reserves the right to withhold the designs services or goods.
 5. Any payment returned by the bank or card company will incur £10 admin charge as well as any charges made by the bank
 6. In case collection proves necessary, the client agrees to pay all fees (including all legal fees and court costs) incurred by that process. If for any reason whatsoever Puppy Pals Cumbria are unable to provide an agreed product or service in accordance with these terms and conditions our liability shall be limited in its entirety to a proportional refund of any fees paid by you for the service or product.
 7. All administrative fees to third parties and the time taken to organise will be charged to the client irrespective of any quoted amount set out in the quotation with its specifications.
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Cancellation And Termination

1. Puppy Pals Cumbria may, by written notice, terminate any agreement at its discretion:
 2. If the client fails to pay which has become overdue.
 3. If the client breaches any of the terms of the agreement.
 4. If Puppy Pals Cumbria discovers that the client's use of work produced is unethical misleading or morally corrupt.
 5. If the client's use is in anyway harmful to Puppy Pals Cumbria or its reputation.
 6. The client may cancel a one to one session 7 days before, or can rearrange the session 24 hours before, the start time.
 7. After 24 hours you will still be charged for your session.
 8. Puppy Pals Cumbria cannot refund any booking fees.
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Puppy Pals Cumbria's Liability

1. Puppy Pals Cumbria shall have no liability under any circumstance whatsoever to the client for financial loss or loss of profit.
 2. Puppy Pals Cumbria 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 Puppy Pals Cumbria be liable to the client or any third party for damages or losses.
 4. Puppy Pals Cumbria will not be liable for any loss, injury or liability to the client.
 5. Handlers and/or owners remain responsible for their dogs at all times during training sessions, classes and behaviour consultations 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.
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Behaviour, Training & Workshops



Communication

1. Puppy Pals Cumbria's preferred method of communication is by email.
 2. Puppy Pals Cumbria shall not be held responsible for spelling mistakes or typing errors to any documents. Signatures are not required to start a contract; verbal communication, email or other exchanges are legally binding.
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Copyright

1. All material, both text and images included in documents are the property of Puppy Pals Cumbria.
 2. Puppy Pals Cumbria holds copyright of all work created.
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Advice

1. The information and any treatment suggested consists of Puppy Pals Cumbria's personal views and are based on the information given to Puppy Pals Cumbria by the client or person responsible for the animal(s) and or Puppy Pals Cumbria's own conclusions resulting from personally gained evidence of the animal and the related behavioural problem.
 2. Behaviour treatment plans, for the most part, will not be successful overnight. This requires a good deal of patience. Puppy Pals Cumbria cannot guarantee that this will work, as each animal is an individual case, nor is it possible to foresee if another problem may arise as a result of the treatment. All programs are specific to a certain animal and should not be tried on any other pet, only the animal whose name that appears on the information.
 3. Puppy Pals Cumbria encourages clients to contact their veterinary surgeon prior to putting the actions into effect, if they are concerned. By booking one of Puppy Pals Cumbria's services, you are agreeing to these Terms and Conditions.
 4. Puppy Pals Cumbria reserves the right to cancel or change an appointment at any time by notice with immediate effect, without cause. By booking you will agree to keep the date and time of the consultations.
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Bookings

1. Puppy Pals Cumbria will send you a receipt when payment is made in full or first payment is received.
2. If you need to cancel a training session, course or workshop, then unless Puppy Pals Cumbria are notified within 7 days no refund is given.
3. Whilst every care is taken to ensure the safety of both you and your dog whilst attending this workshop/training session/behaviour consultation at Puppy Pals Cumbria, please note that no responsibility can be accepted by Puppy Pals Cumbria for any injury to yourself or your dog, or any sickness or disease contracted whilst in the field or car park or premises.
4. Owners 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.
5. I have read the above conditions relating to training with Puppy Pals Cumbria and agree to be bound by them.