

Chasewaterdogs (CWD) Terms and Conditions

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 behaviour consultation, training, handouts, written report, behaviour program, training program created by CWD. It may also describe other services such as administrative, training meetings and other tasks which are necessary in the creation of the program.
3. Amendments means any alteration to the work.

Entire Agreement

1. These terms and conditions apply to all sales and services by Stewart Cooper, CWD, 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 CWD.
4. These terms and conditions apply to all work created by CWD. 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 CWD and the Client relating to the work, no variation on them will be binding to CWD unless it is agreed in writing and signed by CWD (Stewart Cooper).
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 CWD decide to waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit CWD 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 byCWD 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.

Guarantee

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

General

1. Work created by CWD 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 CWD right to be paid.
4. If work is cancelled the client shall reimburse CWD for any and all losses arising. In the event that work is cancelled, ownership of the work remains the property of CWD 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 CWD 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 CWD or repurpose it without written consent from CWD.
7. CWD is entitled to assign any or all of its rights and obligations included in this agreement to third parties.
8. CWD 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. CWD reserves the right to refuse to provide service or create work at its own discretion.
10. CWD cannot always guarantee to start work immediately.
11. If no timescale has been agreed for a serviceCWD 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 CWD and the client.
15. Amendments may exceed original deadlines agreed by CWD and the client.
16. Behaviour and training programmes are completed within the agreed timescale– this is confirmed at time of booking.

Payment

1. The client shall pay Specialist Dog Training the full price of the service at the first consultation/training session.
2. Specialist Dog Training expects payment in full by electronic bank transfer or cash.
3. All quotes and tenders are valid for a period of thirty days.
4. 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.
5. Whilst outstanding payment is due Specialist Dog Training reserves the right to withhold the designs services or goods.
6. Any payment returned by the bank or card company will incur £10 admin charge as well as any charges made by the bank
7. 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 Specialist Dog Training 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.
8. 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.

Sale of Goods

By placing an order you agree to these Terms and Conditions which form the only agreement between us. Jackie Murphy reserves the right to make changes to the items shown on this website and to remove styles and goods.

We have made every effort to ensure that the colours and images used on this website give a good representation of the products themselves, but we cannot guarantee this due to monitor resolution/brightness.

Delivery

We will normally deliver goods within 5-10 working days subject to the goods being in stock. If there is going to be a delay for any reason we will advise you. We will not be liable for any consequential loss caused by failure of the carrier to deliver.

The price of the goods will be the price ruling at the date of order. All prices quoted
include post &amp; packing and VAT.

Cancellation and Termination

CWD may, by written notice, terminate any agreement at its discretion:

* If the client fails to pay which has become overdue.
* If the client breaches any of the terms of the agreement.
* If CWD discovers that the client’s use of work produced is unethical misleading or morally corrupt.
* If the client’s use is in anyway harmful to CWD or its reputation.
* The client may cancel the agreement at anytime 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.
* A service will be deemed as cancelled if there is more than 30 days from the first training or consultation.
* No refunds will be issued.

CHASEWATERDOGS LIABILITY

CWD shall have no liability under any circumstance whatsoever to the client for financial loss or loss of profit.

CWD will not be held responsible under any circumstances whatsoever to the Client for a lack of time, effort and circumstances from the work.

In no event will CWD be liable to the client or any third party for damages or losses.

CWD will not be liable for any loss, injury or liability to the client.

Handlers and/or owners remain responsible for their dogs 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

CWD preferred method of communication is by email. 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 and packaging.

CWD 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.

COPYRIGHT

All material, both text and images included in documents are the property of CWD.

CWD holds copyright of all work created.

ADVICE

The information and any treatment suggested consists of CWD personal views and are based on the information given to CWD by the client or person responsible for the animal(s) and or CWD own conclusions resulting from personally gained evidence of the animal and the related behavioural problem.

Treatment plans, for the most part, will not be successful overnight. This requires a good deal of patienceCWD 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.

CWD encourages clients to contact their veterinary surgeon prior to putting the actions into effect, if they are concerned. By booking one of CWD services, you are agreeing to these Terms and Conditions. Once booked and paid for, there is no refund available.

CWD 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. If changes to the date and/or time need to be altered by you, then 48 hours notice will need to be given, otherwise a charge of £20 will be incurred on top of the existing consultation fee.

Bookings

1. CWD will send you a receipt when payment is made in full or first payment is received.
2. If you need to cancel this training session, then unless CWD are notified within two weeks, 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/agility course at CWD, please note that no responsibility can be accepted by CWD 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 CWD and agree to be bound by them.
6. Please see our website for full terms and conditions.

Field Rent - by using the secure field at CWD, owners agree to the following:

* The use of the facilities is entirely at your own risk.
* It is only your own dog(s) coming to CWD and their vaccinations and wormers are up to date.
* You are responsible for your dog at all times. CWD cannot accept any responsibility whatsoever, to you, your dog(s) or anyone else as a result of your dog(s) or otherwise. You must have adequate third-party insurance.
* It is strongly recommended that your dog is insured for injury. We cannot be held responsible for any injury which may occur.
* We cannot take responsibility for any loss, damage or theft to your vehicle or your property.
* You will not be using the field in any professional capacity – it is for personal use only.
* The dogs attending are from the same household. CWD allows up to three dogs in the field at any one time.
* 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.
* Children must be accompanied by a responsible adult and supervised at all times whilst on the premises.
* It is strongly recommended that you walk the perimeter of the field before allowing your dog(s) off of the lead.
* The field cannot be guaranteed to be dog proof – although every precaution has been made. If you see a hold or weakness in the fence, please report this toCWD
* Please make sure that you close the gate to the car park area before letting your dog(s) out of the car and have your dog(s) on the lead when entering the field. Close the field gate before letting your dog(s) off. Please make sure all gates are closed when you leave the premises.
* You will pick up after your dog and take this away from the site – we often sell the grass to local farms and dog waste can create a very serious health risk to pregnant livestock.  You will also aim to take all toys with you, particularly being vigilant in removing broken toys and balls.
* Please do not allow your dog(s) to dig holes in the field or cause intentional damage to any fencing or equipment.
* All dog(s) must be supervised at all times.
* Please ensure that your dog does not dig holes in the field.
* If the dog, or any dogs that live within the same household, is showing any ill health (coughing, diarrhoea, vomiting, general lethargy etc) you will cancel the session.  The field is used by many different dogs, some with weakened immune systems.
* You will let us know if your female dog comes into season. We do allow in-season females currently but would like to monitor numbers.
* Please note that all aversive training equipment is banned at CWD - this includes but is not limited to: electric collars; spray collars; prong collars, rattle cans and corrector spray. If you are unsure if you are using a banned item or would like further information on why these items are banned, please get in touch for a chat.
* We reserve the right to ask you to leave the premises and terminate your session and or forfeit any future bookings if we feel that you have/are mistreating any dog whilst using the facility.
* Each session starts on the hour and lasts for 50 minutes.  Users agree to not arrive early and to leave the site promptly at the end of their session to reduce the chance of overlap with the next user.
* If other users are still on site when you arrive, you and your dogs will remain in the car until they have left.
* You are permitted to bring food onto the field, but you must ensure all litter/waste is taken away with you.
* No fires or barbecues are allowed on site/field at any time.
* All bookings are made in advance, all prepayment deals are non-refundable and sessions subject to availability.
* There are 10-minute gaps between the end and start of each appointment – to allow owners to leave before the owner arrives. You must leave the car park before the next appointment starts.
* If you arrive late for your appointment, you must still leave at your allotted time. Please contact me if you arrive late, as I can let you know if there is another appointment and therefore if I can extend your time. Anyone who overstays more than three times will be requested not to book the field again.
* If you arrive early and there is a car in the car park area or someone is using the field, please remain in your car until they have left the car park. If they stay past your start time and do not appear to be leaving, then please call CWD.
* If you are unable to take the booking, for any reason, you will cancel with at least 24 hours’ notice to allow the session to be freed up for others.
* All users of the field hire do so at their own risk.
* By using the field, it is accepted that you have read and agreed to the terms of use.

