

The Dog Behaviour Academy Limited

TERMS AND CONDITIONS

These terms and conditions apply to every The Dog Behaviour Academy assignment you request under the Dog Behaviour Academy brand. References to “us”, “we”, “our”, “trainer” and “The Dog Behaviour Academy”, “(DBA)” in these terms and conditions refer to The Dog Behaviour Academy Limited, including its employees, agents and contractors. References to “you”, “your”, “yours”, and “Customer” in these terms and conditions refers to you as the Client, including employees, agents and contractors. Nothing in these terms and conditions affects your rights under the Consumer Guarantees Act 1993.

- 1. Our Services:** We provide dog training and enrichment services for dog owners, whereby we train and enrich your dog. We always try to learn about your dog’s likes and dislikes and any special requirements to provide the best level of service. It is your responsibility to fully inform us of any special requirements about the care of your dog, including dietary requirements, temperament (including, for example, with children, men, cats, livestock, and other dogs), medication, and any health issues. We will make a reasonable effort to comply with your stated special requirements. Still, you accept full responsibility for any outcome, including any losses, costs or other expenses from your failure to inform us of any special requirement.
- 2. Our team:** Each team member undergoes a thorough screening process before joining DBA, which includes interviews, police vetting, property inspection (if needed) and verbal reference checks to ensure they can provide the high standard of care we require. Each trainer is also under contract with DBA to offer a high standard of care for each dog they are responsible for. We are confident in the abilities and attitudes of our entire team and the high quality of care given. We make every effort to maintain a high standard of integrity and reliability among our dog trainers.
- 3. Transport:** As part of our services, our trainers may transport your dog, for example, to the park for training or on errands if you specify that the dog is not to be left alone. We will use all reasonable efforts to transport your dog safely and comply with the Animal Welfare Act 1999. If you require your dog to be harnessed while travelling, you must supply the harness. Please advise us if you do not wish for your dog to be transported.
- 4. Registration:** It is your responsibility to maintain your dog’s current registration. If we incur any fines due to your dog being unregistered, you will be held responsible and must reimburse us for any costs, losses or other expenses.
- 5. Vaccination and health:** You agree to inform us of any change in your dog’s circumstances, including health and temperament. You agree to maintain your dog’s vaccination, flea and worm regime and provide us with updated vaccination certificates from time to time upon request.
- 6. Information collection:**

We will request and store information on you and your dog and hold this information securely for a period of time. This information will not be shared with any third party.

 - 6.1.** Owner address and contact details.
 - 6.2.** Dog’s name, age, sex, status, breed, colour.
 - 6.3.** Vaccination, flea, tick and worming schedule.
 - 6.4.** Details of your usual veterinarian for any emergencies or care.

- 6.5. Details of behavioural history and tendencies.
- 6.6. Emergency contact details.
- 6.7. FAQs can be found at www.thedogbehaviouracademy.co.nz
7. **Dangerous dogs:** We do not accept any responsibility for any costs, losses, damage or other expenses incurred if your dog attacks, bites, or behaves with menace towards any DBA trainer, third party or animal in our care. In extreme circumstances, such loss may include the loss of your dog. Any serious incident may be reported to the appropriate authorities. You agree to fully reimburse us for any costs, losses, damage or other expenses incurred as a result of any such incident by your dog, including, but not limited to, medical expenses and property damage. In such a case, no refund will be given.
8. **Lost dogs:** In the unlikely event, a dog may run or walk away from the trainer. We will make every effort to locate your dog. We have systems and processes for finding a dog. If you wish to contract a third party into the search, we are happy to work alongside them; however, we will not stand down but will continue to use all resources available to find your dog.
9. **Veterinary care:** If your dog becomes ill or is injured, we may need to take your dog to a veterinary clinic or animal hospital. If, for any reason, your usual veterinary office is not available or reasonably accessible, we reserve the right to take your dog to another veterinary office for treatment at our discretion. We will make a reasonable attempt to contact you before any services are rendered, but if we cannot, you must provide pre-approval for treatment for your dog of up to \$500. You are fully responsible for all costs incurred by us in such circumstances and agree to fully reimburse us for all veterinary services rendered for your dog. You agree that we are not responsible for the results or outcome of the veterinary treatment.
10. **Payments:** Payment is made before your dog's training to secure your session and guarantee availability. Bookings are taken for four-session training packages, which gives your dog time to learn new behaviours; payment is taken in full at the time of booking. If you require a payment plan, please contact us directly.
11. **Suspension of services:** The DBA reserves the right to suspend services for 1) Non-payment of account. Any failure to pay will result in your debt being forwarded to a debt collector and may result in accruing further charges, which you agree to cover in full. 2) Behaviours outside the expertise of DBA; in this instance, customers will be directed to specialists within the behavioural field.
12. **Cancellation Policy:** Cancellations must be received before 8 am on the training day to provide a no-additional-cost rescheduled session. Cancellations after 8 am will incur the full training charge. However, a no charge may be granted if requested under certain circumstances.
13. **Annual Review:** The Dog Behaviour Academy reserves the right to review pricing rates annually.
14. **Limitation of liability:** You agree that we are not liable for any losses or damage, whether indirect, consequential, special or punitive. Any liability or damage caused by your dog will be the sole responsibility of the Dog's owner.
15. **Exclusivity:** All bookings and changes to bookings must be made directly with us. Our Trainers are contractually obliged not to make bookings directly with clients. Any attempt to book with one of our trainers may result in your contract being terminated and us being unable to provide services for you.
16. **Feedback:** We always welcome your feedback by phone or email. Please get in touch with us if you have any queries, concerns or comments about anything to do with our services or trainers. Do not contact staff directly. We are happy to discuss any concerns with you and then pass them on to our staff member(s).

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17. **Term and variations:** We reserve the right to update our terms and conditions occasionally, and you will be provided with a copy of any such update. We reserve the right to terminate our engagement with you at any time at our discretion.
18. **GoPros:** You understand that The Dog Behaviour Academy trainers may use GoPros while training dogs for your education and our accountability and security purposes only. All footage is used for internal purposes ONLY and is erased after some time.
19. **Photographs and videos:** Dogs will be filmed and photographed during training sessions for your review and to improve our services. Videos will not be shared on any public forum without your written approval, and no charge will be due in these cases.

Customer name:

Signature:

Date: