



Key Terms of Business

Client Name: _____

Address: _____

Contact Telephone No: _____

Mobile No: _____

Email: _____

Dog Name: _____

Dogs Breed: _____

Date: _____

Behaviour Package Agreed: _____

No of Follow up sessions within Package: _____

Cost of Package: _____

Initial Assessment Date: _____

Consultation led by Sandra Raw

Referral Vet: _____

Medical Records received: Y/N

Client Signature: _____

Date: _____

Please note that you have a legal right to change your mind by law if you enter a contract where there is no face-to-face negotiation. You have a legal right to a 14 day 'cooling off period' where you cancel at any time within 14 days. This can be via email at sandra@beechbehaviourcentre.co.uk or post to our business address and any monies paid will be refunded in full within 14 days after we receive your email or letter. Your cancellation is valid from the date you send the email or post the letter. If you have taken any of the service booked in that period, you will need to pay for that service delivered. If the total service has been given within the 14-day period, your cancellation rights will be lost.



Terms and Conditions of Business

1. Appointment

You have appointed Beech Behaviour Centre Ltd of Beech House, Old Road North, Kempsey WR5 3JZ (a company registered in England and Wales, Company no 14183163) as a provider of Behavioural Services as detailed on the Key Terms Business Sheet. The services selected will commence on the date agreed (Initial Assessment date) on the Key Terms Business Sheet and the service will continue until the behaviour package expires or is terminated in accordance with the provision of these terms

2. Beech Behaviour Centre Ltd Obligations

Beech Behaviour Centre Ltd will endeavour to offer the service as agreed on the Key Business Sheet and any additional services agreed thereafter in writing

3. Data protection

Beech Behaviour Centre Ltd will only use personal information about you and your dog for the sole purpose of offering the services as agreed on the Key Terms Business sheet. This also means we will use your data for our administration and management purposes but at no time will be given to a third party for any other purpose. The information supplied by you will be kept secure, but it may need to be shared and discussed with veterinary or other animal care professionals during our working time together. For more information, please see our Privacy Policy on our website - www.beechbehaviourcentre.co.uk

4. Fees

4.1 As agreed by you on the Key Terms Business Sheet you will pay Beech Behaviour Centre Ltd 50% deposit at the time of booking to confirm your appointment. The remaining amount is due at least 3 WORKING DAYS BEFORE the initial assessment. Deposits are NOT refundable outside the cooling off period.

4.2 If you fail to pay Beech Behaviour Centre Ltd in accordance with this agreement you will have to reimburse Beech Behaviour Centre Ltd any addition legal fees incurred by the business in collecting the outstanding amount owed.

5. Owner Obligations

5.1 To provide a fully completed Questionnaire as sent to you at least one week prior to the initial Assessment. Beech Behaviour Centre Ltd does not accept any liability for any loss due to inaccurate information regarding your pet or if you fail to take the recommended steps as outlined on the Consultation Preparation Sheet. If you do not, after being asked by us to provide us with this information, forward inaccurate or misleading information or fail to take the necessary steps outlined in the Consultation Preparation Sheet, Beech Behaviour Centre Ltd may make an additional charge of a reasonable sum to cover any extra work that is required. Beech Behaviour Centre Ltd will not be liable for any delay or non-performance where you have not provided accurate information to us or taken the steps requested on the Consultation Preparation Sheet.

5.2 Any products that are suggested as part of a Behaviour Modification Plan are the responsibility of the owner to purchase.



5.3 No other person who is not a party to this agreement shall have any rights to enforce its provision

5.4 The owner is fully responsible for the health and welfare of the dog presented for the initial Assessment. It should be free of disease, fully vaccinated and flea and worming up to date. Proof may be requested at any time throughout the consultation.

5.5 The owner is duty bound for the safety of the behaviourist whilst present in their home for the initial consultation and to ensure that the dog is brought into the Assessment on a lead.

5.6 If you the owner are deemed to be repeatedly ignoring the safety protocols written in the Behaviour Modification Plan, and therefore are contravening the Dangerous Dog's Act 1991, Beech Behaviour Centre Ltd reserve the right to notify the authorities if members of the family or the public are at risk.

6. Termination of Agreement

6.1 Either party has the right to terminate the Agreement at any time by giving written notice to the other party if:

6.2 The other party commits a material breach of this agreement which cannot be remedied within 21 days of the written request to do so or

6.3 The other party is subject to a bankruptcy order or becomes insolvent and enters liquidation or a receiver is appointed over the owner's assets

6.4 The other party produces a letter written by their Doctor or Consultant to indicate a serious illness that prevents them continuing with the work. This must be on headed notepaper and signed by the health professional.

7. Cancellation or rescheduling of sessions

Please note that we work to a busy timetable every day with a wide range of clients and dogs. We will act with all reasonable endeavour to assist with your request, but we cannot guarantee that rearranging or cancelling sessions will be possible due to other commitments on that day. It is with sincere regret that we must charge for the session booked if notice is not given within five working days.

8. Limitation of Liability

8.1 Neither party shall be liable to the other in contract, tort (including negligence) or otherwise for any indirect loss of profits or savings or for any indirect or consequential loss or damage whatsoever

8.2 Beech Behaviour Centre Ltd total liability in contract (including negligence or breach of statutory duty), misrepresentation or otherwise shall be limited to the fee paid for the services

8.3 Beech Behaviour Centre Ltd is not liable for the health and safety of any participant, including children, during the initial Assessment or any follow up session throughout the implementation of the agreed behaviour package. The involvement of **any** children during the Assessment or implementation of a follow up session is at your own discretion.



8.4 Beech Behaviour Centre Ltd is not liable for any injury or distress your dog may cause to any person or animal throughout the agreed behaviour package including the initial Assessment. This applies both indoors and outdoors.

9. Copyright

All information provided by Beech Behaviour Centre Ltd we or the third party will own the copyright and intellectual property. This will include all drawings or other original information to support your Behaviour Modification Plan.

10. Dissatisfaction with the Service from Beech Behaviour Centre Ltd

10.1 In the unlikely event that you, the owner and named on the Key Terms of Business Sheet, are dissatisfied with any part of the service from Beech Behaviour Centre Ltd please contact us as soon as possible. We will work with you to resolve the problem immediately and agree a solution for both parties.

10.2 If you continue to be unhappy with any element of the service from Beech Behaviour Centre Ltd, you can receive advice regarding your legal rights from your local Citizens Advice bureau. This agreement and its terms do not contain anything that will affect these legal rights.

Client Signature: _____

Client Date: _____



Consultation Preparation Sheet

Summary

When you purchase a behaviour package from Beech Behaviour Centre Ltd it includes a home visit at a mutually agreed convenient time for both parties. This enables a detailed Assessment to be carried out in the dog's living environment and offers a thorough analysis of the behaviour problem from a canine and human perspective

Owner Immediate Steps

- Read, sign and post or email to Beech Behaviour Ltd, Beech House, Old Road North, Kempsey, Worcester, WR5 3JZ both the Key Terms Business Sheet and the Terms and Conditions Business Agreement, at least one week prior to the agreed appointment time
- Ensure that you have forward to Beech Behaviour Ltd signed Vet referral form at least one week before the agreed appointment time
- Set time aside to complete the detailed Questionnaire sent by Beech Behaviour Ltd to enable us to fully understand your dog's behavioural challenge and come back to you to clarify information before the Assessment. Please return to us at least one week before the appointment
- If possible, begin a diary to note times, duration, and environmental context of the behaviour you are worried about
- If you can without causing your dog any distress send us a video prior to the Appointment of the behaviour problem. We will set up a What's App group when we receive your signed Agreement for this purpose throughout our work together
- Please read the safety notes below regarding safety for you and your dog upon our arrival.

Beech Behaviour's Commitment to you

- We will visit your home at the time mutually agreed. We will endeavour to be as fully prepared as when can from all the information you have forwarded previously. This is so we can we try and work out what is exactly is at the root of your dog's behaviour problem.
- Please note that if the Government determine any further restrictions due to COVID-19, most Behaviour Assessments are remotely actioned. You will have been informed of this at time of booking. Follow up training is outside only, with 2m rule strictly adhered to. There are exceptions to this where full PPE is worn and indoor Assessment is determined essential, but this is very much on an individual case basis. If this is the case then no assistants will join me on any consultation.
- The Assessment will last 2 hrs and depending on the behaviour problem it may involve an outside walk as well.
- As every dog is an individual the Behaviour Modification Plan for your dog is bespoke. It will be sent you within 10 days of the initial Assessment. If there is a delay to this timeframe you will be informed immediately, as it may be that Beech Behaviour Ltd is awaiting communication from other professionals involved in the case.
- The report will include additional handouts relevant to your case and links to other information you need, and additional information can be requested at any time.



- Your Veterinary Surgeon will be informed of our progress throughout the implementation of the Behaviour Modification Plan

At completion of the Behaviour Package remote support is available for up to 3 months. This can be via email or Zoom or What's App. This support is available Monday to Friday in office hours 9.30am - 5.30pm and if we feel that contact suggests that you would benefit from further 1:1 face to face support, we will encourage you to do so. Alternatively, we may need to charge for our time.

Safety Protocols for you and your dog upon our arrival

- Please ensure that your dog is safety in another room upon our arrival. It is a good idea to give your dog a filled Kong to enjoy whilst we arrive safely not causing your dog any distress. He/she can be placed in another room 10 minutes before our agreed arrival time. We are always punctual unless you have been informed in advance of an unforeseen delay.
- When we have all settled down for the Assessment your dog can join us but please bring them in on lead. This ensures maximum safety for all of us but especially reduces any stress for your dog on seeing strangers in his/her home.
- We welcome and encourage all family members including children to be at the initial Assessment. It is helpful to observe all family interaction and relationships with your dog, but they must comply with health and safety regulations of the Assessment and is at your own discretion. (see Terms of Business section).
- Please note that your children should **always be accompanied by adult supervision** should they wish to carry out any behavioural modification or further training in relation to the execution to the Behaviour Modification Plan. Their inclusion in any training tasks is your sole responsibility and at your discretion. This applies in all cases even if the children have been actively involved in the initial consultation or follow up training sessions with Beech Behaviour Ltd.
- We fully expect that any fear, aggression, detailed previous history or any other behaviour that may result in injury **MUST** be disclosed prior to our visit. Failure to not disclose your dog's full behavioural challenges or previous history may cause serious harm to you, your dog, the behaviourist present or other members of your family or the public. Please review your pet insurance and consider third party insurance of your dog.
- All dogs must be fully vaccinated and flea and worming up to date prior to the consultation. We reserve the right to request this information at any time and is for the health and safety of the behaviourist and to ensure that these are not a contributor to the behaviour challenge you are experiencing.
- Beech Behaviour Ltd must be informed is your dog is unwell prior to the consultation as it should be free of disease for the Assessment.
- Please note that Beech Behaviour Ltd does not endorse any use of any physical punishment or correction **EVER** to your dog at any time for any reason. We will report any health or welfare issue that presents a concern to your local government authority, local Police or RSPCA inspector.



Getting the best results working with Beech Behaviour Ltd

Although it is important to follow the steps consistently outlined in the bespoke Behaviour Modification Plan, we do recognise that the behaviour modification plan is not always successful. This is due to your dog being an individual and each dog's needs are different as are your own living circumstances. The Behaviour modification plan is regularly reviewed and can be modified dependent on the progress and results observed. It is regularly discussed with you and your Vet. Please be reassured that Beech Behaviour Ltd do their absolute utmost to drive success in every behaviour case but we cannot guarantee success and therefore cannot be held responsible if your dog's behaviour does not improve or change.