

**Kelford Dog Training est. 1978**  
**Terms and Conditions**

A canine does not instinctively recognise how to fit in to a human environment. The survival instinct causes the canine to behave in a specific way, if not given appropriate guidance by the human. Consequently, undesirable behaviours may develop if the canine is left without direction to follow. A canine does not want to feel vulnerable, but wants to survive. Every canine is an individual, as are their owners, and as such are treated with understanding, consideration and respect at Kelford Dog Training. Our bespoke training programmes are designed for the individual canine and owner alike. Successful training of a canine requires calm, consistent and positive handling on the part of the owner. Any guarantee in these terms and conditions cannot alter the fact that a canine has only canine instincts and does not experience human emotion.

**1. Definition**

- a. Agreement means the quotation, acceptance and the following terms and conditions.
- b. Work, works or service(s) are defined as, but not solely limited to; behavioural consultations, canine/human training, training documents, written reports, verbal communication, behavioural programmes, training programmes, one to one training/lessons, group classes/lessons and telephone/video consultations and assessments created by Kelford Dog Training. It may also describe other services such as administrative and other tasks which are necessary in the creation of the bespoke training programme.
- c. Kelford Dog Training means Kelford Dog Training Centre UK, Kelford Dog Training Centre North Wales, Kelford Dog Training Centre Shropshire, Kelford, Kelford Manor Ltd, CCC Ltd, The Oscar Barrington Group Ltd, Total Equilibrium Ltd. and it can also extend to K.Kelly, K.Ford, D.Ford and L.Ford and agents acting for and on behalf of Kelford.
- d. The Client means the individual who requested the work.
- e. Amendments means any alteration to the work.

**2. Agreement**

- a. These terms and conditions apply to all sales and services by Kelford Dog Training, to the exclusion of any other terms unless otherwise agreed in writing.
- b. Kelford Dog Training reserves the right to update these Terms and Conditions at any time by notice and with immediate effect.
- c. 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 Kelford Dog Training.
- d. These terms and conditions apply to all work created by Kelford Dog Training. Work services are only supplied in strict accordance with these terms and conditions.
- e. These terms and conditions shall be subject to English Law.

- f. The contents contained in the quotation (verbal or written) and these Terms and Conditions form the agreement between Kelford Dog Training and the Client, relating to the work. No variation on them will be binding to Kelford Dog Training unless it is agreed in writing and signed by Kelford Dog Training, or Kelford employees acting on their behalf.
- g. Each clause of this Agreement is independent and operates separately in its own right.
- h. By agreeing to these terms and conditions your statutory rights are not affected.
- i. Should Kelford Dog Training decide to waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit Kelford Dog Training to waive the same clause on any other occasion.
- j. 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.
- k. Ordering services or using work created by Kelford Dog Training is automatically agreeing to these terms and conditions.
- l. This contract shall be governed by English Law and both parties shall submit to the non-exclusive jurisdiction of the English courts.

### **3. Guarantee**

- a. Kelford Dog Training 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 canine named and described within the work.
- b. The success of a training programme designed by Kelford Dog Training cannot be guaranteed with any canine.
- c. Kelford Dog Training shall create bespoke behaviour and training programmes to the specifications of the problems assessed at the initial assessment or assessment period and will make amendments to the training and behaviour programme accordingly.
- d. 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.
- e. The client shall agree not to sell, destroy, deface, alter or part with work created by Kelford Dog Training or permit it to be given or done so by any third party. This extends to all forms of data and media produced by and on behalf of Kelford Dog Training.

### **4. General Work**

- a. Work created by Kelford Dog Training is charged to the client at the agreed amount.
- b. The full charge of the service is payable at the time of making a booking with Kelford Dog Training.
- c. Deadlines set in the agreement will not affect Kelford Dog Training's right to be paid.

- d. If work is cancelled, the client shall reimburse Kelford Dog Training for any and all losses arising. In the event that work is cancelled, ownership of the work remains the property of Kelford Dog Training and the Client is not authorised to use any part of the work.
- e. Ownership of the work shall not pass to the client until all charges have been paid in full.
- f. All work created by Kelford Dog Training 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 Kelford Dog Training or repurpose it without written consent from Kelford Dog Training.
- g. Kelford Dog Training is entitled to assign any or all of its rights and obligations included in this agreement to third parties.
- h. Kelford Dog Training will not be responsible for the creation of work which in any way contravene any existing legislation.
- i. Kelford Dog Training reserves the right to refuse to provide service or create work at its own discretion.
- j. Kelford Dog Training cannot always guarantee to start work immediately. If no timescale has been agreed for a service, Kelford Dog Training will not be responsible for any losses to the client if the deadline is not met.
- k. 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.
- l. Amendments to training programmes and training sessions may incur an additional charge beyond that of the original invoice.
- m. All amendments must be agreed by both Kelford Dog Training and the client.
- n. Amendments may exceed original deadlines agreed by Kelford Dog Training and the client.
- o. Behaviour and training programmes are completed within the agreed timescale; this is confirmed at time of booking. If an extension of training is deemed necessary by Kelford Dog Training, the client will be notified in writing before the extended timescale is undertaken. We reserve the right to extend the duration of Residential Training Courses.

## **5. Payment**

- a. The client shall pay Kelford Dog Training the full price of the service at the time of making a booking.
- b. Kelford Dog Training expects payment in full by electronic bank transfer.
- c. All quotes and tenders are valid for a period of thirty days.
- d. Any payment returned by the bank or card company will incur a £10 admin charge as well as any charges made by the bank
- e. If for any reason whatsoever Kelford Dog Training are unable to provide an agreed 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 at the discretion of the business owner.

- f. 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 original quotation with its specifications.

## **6. Cancellation and Termination**

Kelford Dog Training may, by written notice, terminate any agreement at its discretion:

- a. If the client fails to pay which has become overdue.
- b. If the client breaches any of the terms of the agreement.
- c. If the client acts in any aggressive, threatening or violent manner to any member of the Kelford team or agents acting on their behalf.
- d. If Kelford Dog Training discovers that the client's use of work produced is unethical misleading or morally corrupt.
- e. If the client's use is in anyway harmful to Kelford Dog Training or its reputation.
- f. If a canine attending Kelford for training is found at the point of commencing not to be in good physical shape/ is not free from parasites/ does not have up to date vaccinations/ is not microchipped, your booking will be cancelled and no refund will be issued.
- g. The client may cancel the agreement at any time 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 training of the client or their canine that cannot be effectively used to generate revenue that would be otherwise lost.
- h. No refunds will be issued for cancellations of reservations for any services provided by Kelford Dog Training.
- i. Cancellations made by the client to any training services offered by Kelford Dog Training after the canine's arrival for residential training or in advance of a bespoke training lesson or course commencing will be subject to full payment and no refunds will be issued.
- j. A full training fee shall apply if a residential training course, lesson or training session is terminated mid-term by the owner for any reason.
- k. At the discretion of the business owner, a booking may be transferred to an alternative date, mutually agreed between client and Kelford Dog Training. In the event that an alternative booking cannot be mutually agreed, the business owner reserves the right to offer no refund for cancellations of reservations for any services offered by Kelford Dog Training.

## **7. Kelford Dog Training's Liability**

- a. Kelford Dog Training shall have no liability under any circumstance whatsoever to the client for financial loss or loss of profit.
- b. Kelford Dog Training will not be held responsible under any circumstances whatsoever to the Client for a lack of time, effort and circumstances from the work.
- c. In no event will Kelford Dog Training be liable to the client or any third party for damages or losses.

- d. Kelford Dog Training will not be liable for any loss, injury or liability to the client or their canine.
- e. 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.
- f. A fee shall be implemented for any damages occurring to property during your dog's stay for residential training.
- g. Kelford Dog Training and all members of staff acting for and on behalf of Kelford Dog Training are insured with Petplan Sanctuary.

## **8. Communication**

- a. Kelford Dog Training's preferred method of communication is by email and telephone. However, documents can be sent by traditional post, if no email address is available. Training may also be conducted remotely via online media platforms such as Skye and Zoom.
- b. Kelford Dog Training 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.

## **9. Copyright**

- a. All material, both text and images included in documents are the property of Kelford Dog Training.
- b. All video footage produced by Kelford Dog Training remain the property of Kelford Dog Training and must not be published without written consent.
- c. Kelford Dog Training holds copyright of all work created.

## **10. Behavioural Advice**

- a. The information and any treatment suggested consists of Kelford Dog Training's professional views and are based on the information given to Kelford Dog Training by the client or person responsible for the animal(s) and or Kelford Dog Training's own conclusions resulting from personally gained evidence of the canine and the related behavioural issues diagnosed.
- b. Bespoke training programmes, for the most part, will not be successful overnight. Positive results require a good deal of patience and consistency on the part of the owner. Kelford Dog Training cannot guarantee that training will work, as each canine is an individual case, nor is it possible to foresee if another problem may arise as a result of the training. All bespoke training programmes are specific to a certain canine and should not be tried on any other canine, only the canine whose name that appears on the information.
- c. Kelford Dog Training encourages clients to contact their veterinary surgeon, prior to putting the actions recommended into effect, if they are

concerned. By booking Kelford Dog Training's services, you are agreeing to these Terms and Conditions. Once booked and paid for, there is no refund available should a canine not reach the required standard.

- d. Kelford Dog Training reserves the right to cancel or change an appointment at any time by notice with immediate effect, without cause. By booking, the client agrees to keep the date and time of the booking.

## **11. Bookings**

- a. Kelford Dog Training will send a receipt when payment is made in full at the time of booking. This will usually be sent immediately but may be sent up to 48 hours from the time of full payment being received.
- b. If the client needs to cancel any training booked with Kelford, then unless Kelford Dog Training are notified within 28 days before the work is due to commence, no refund will be given.
- c. Whilst every care is taken to ensure the safety of both you and your dog whilst attending any training offered by Kelford Dog Training, please note that no responsibility can be accepted by Kelford Dog Training for any injury to yourself or your canine, or any sickness or disease contracted whilst working with Kelford.
- d. By making a payment for any services provided by Kelford Dog Training, it is accepted that the client has read and agreed to the Terms and Conditions set out in this document and agrees to be bound by them. This remains the sole responsibility of the client to read and understand the terms and conditions set out in this document in advance of making a booking. Once a booking has been made and payment has been received by Kelford Dog Training, the client agrees to be bound by the Terms and Conditions set out in this document and waives their right to subsequently dispute any term or condition set out above.

## **12. Confidentiality Policy**

- a. At Kelford Dog Training you can be assured that everything you discuss with your Trainer is kept strictly confidential. Having been associated with the canine fraternity for many decades we are aware it is a place rife with rumour and gossip. We deal with celebrity clients on a daily basis, and it is our stringent confidentiality policy that ensures clients return to Kelford with confidence.

We at Kelford have experience in both human and canine psychology and are aware of how sensitive an owner can be about behaviour issues they are experiencing with their dog. Other emotional issues may, and are likely to cause an owner to feel they have reached their limit with their canine companion. For that reason, we emphasise each owner and canine are treated with respect and are sympathetically catered for. At Kelford we invite you into our friendly environment where you are given time to relax before commencing with any consultation or training. We help you understand why you find yourself in a negative situation, and why you are possibly dissatisfied with the existing canine/human relationship.

We then explain to you how that can be rectified. Our aim is for you the owner and your canine companion to enjoy the Kelford learning experience, and also to introduce a mutual calm to the relationship, whereby both owner and canine are given the opportunity to understand the pleasure and appreciation of being around one another. This being appropriate grounding for both the pet or working companion.

### **13. Kelford Privacy Policy**

Kelford has a firm commitment to privacy. The following statement addresses the information-gathering and dissemination practices for the Kelford Web site, [www.kelford.co.uk](http://www.kelford.co.uk) and Kelford Social Media (Facebook, Whatsapp and Twitter)

- a.** Kelford does not collect personal information (e.g., name, address or telephone number) unless you voluntarily provide it to us by sending email, participating in a survey or completing an application or online form.
- b.** We do not share any personal information with any third parties.
- c.** When you visit our Website, we may automatically collect certain information, such as: Domain, country, IP address Entrance-Exit Pages, Referrals Date, Time Search Terms and Search Engines This is standard practice for Web sites, and is not used for any purpose other than to evaluate how we can design the site to best serve your needs.
- d.** Security – Kelford complies with all statutory and legal requirements with respect to access to information.
- e.** Links to External Sites – The Kelford Dog Training website contains links to external, non-Kelford sites. Kelford is not responsible for the privacy practices or the content of such sites.