

CANINE ALLIES CIC TERMS AND CONDITIONS

WWW.CANINEALLIES.CO.UK INFO@CANINEALLIES.CO.UK

OPENING HOURS

Mon - Fri: 10am - 5pm Sat/Sun: Closed We are not open on bank holidays

CANINE ALLIES ASSISTANCE DOGS OVERVIEW

Canine Allies Assistance Dogs is a Not for profit organisation that aids disabled individuals in training their own pet dog as an Assistance Dog in addition to providing programme dogs (partially trained or fully trained).

Please note that we will not work with dogs with a bite history or bite risk as an Assistance Dog, you must tell us immediately of any concerning behavioural changes. We are also unable to work with breeds that are named in the Dangerous Dogs Act 1991.

By a) enrolling a dog with or b) permitting a dog to attend or c) accepting the services of Canine Allies CIC and it's team, the Client is deemed to have accepted these Terms and Conditions.

Please note, Canine Allies CIC reserves the right to change these policies at any point, if any chances are made you will be made aware cia appropriate means of contact.

Canine Allies CIC reserves the right to remove any member from the programme if they are deemed to be in conflict with our Code of Conduct. Additionally, conduct outside of organisation activities should also be in accordance with our Code of Conduct.

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DATA PROTECTION

GENERAL

Information provided to Canine Allies CIC is stored securely and privately, only the directors of Canine Allies CIC can access this information at any time. Some data may be shared with your Trainer via secure means to ensure they can help you as best as possible. Any data provided is only kept when in use. None of your data will be shared or sold to third parties. If a member becomes inactive (not paying and/or not attending sessions) their data will only be kept for a month from their last date of contact unless discussed to hold the data. You have the right to request what personal data we hold about you at any point.

CANCELLATION/TERMINATION

On cancellation or termination of your membership, all data will be immediately destroyed. Additionally, if you would like to retract any personal information shared with us, contact us and we will remove it for you.

OVERALL

If at any point you have any questions/concerns over how we store and protect your data please feel free to contact us or check the Privacy Policy on our website.

MEMBERSHIPS

GENERAL

You are permitted to work with other trainers and organisations but must make us aware prior to doing so. We may need to carry out additional checks on 3rd party trainers to ensure their methods align with our ethos.

BEHAVIOUR

Throughout your membership, you are responsible for your dog's behaviour and actions, including at home and in public access settings. Canine Allies does not hold any responsibility for the behaviors and/or actions of your dog unless handled by a Canine Allies Staff Member.

TOOLS

We promote the use of positive reinforcement and want to aid teams to move to appropriate methods. Therefore, throughout your membership you should refrain from using aversive tools. More information on permitted tools and methods may be obtained from our Tools and Aversives policy.

PAYMENT

Memberships are paid monthly, directly to Canine Allies CIC at the agreed pricing - this can be found on our website. We make minimal profit from these payments, any profit made is reinvested into the running and improvement of the CIC.

CANCELLATION/TERMINATION

Memberships can be terminated/cancelled at any time with no fees, though, refunds cannot be given for services already provided.

DOG HANDLING AND TRAINING

ENSURING HIGH STANDARDS

To maintain the highest standards of training, our trainers are required to possess a Level 3 Diploma in Dog Training or equivalent qualification, coupled with a minimum of 20 hours of shadowing and 10 hours of mentoring. Our trainees are actively developing their skills by being enrolled in an Assistance Dog training programme or similar and undertaking structured shadowing and mentoring.

ELIGIBILITY FOR PUBLIC ACCESS

For handlers to begin Public Access training with their Assistance Dog, we require evidence of their disability. Furthermore, the dog must have successfully completed Stage One of our training programme ensuring a solid foundation for Public Access.

AIMS

Canine Allies CIC is dedicated to a client-led philosophy, where member input is valued and encouraged in appropriate organisational decisions. We firmly believe in treating all members with equality, recognising and respecting individual differences. Our focus extends beyond the handler-dog partnership to cultivate a supportive and friendly community where teams can connect, learn and grow together. We are passionate about keeping our services, including our programme dogs, as affordable as possible to ensure accessibility for everyone who needs them. We are actively striving to achieve this important goal.

TRAINING SESSIONS

- 1. Our 1:1 Training sessions last up to 40 minutes online and 1 hour in-person, however, we base our sessions on quality rather than on the time allocated.
- 2. With our in person sessions you will be contacted on the morning of your session to confirm you are still in attendance at least 2 hours before your session or we may need to reschedule your session due to inadequate travel time. Our trainers travel longer distances to help more members but are unable to cover the cost and time of this session if there is no confirmation of your attendance.
- 3. With your agreement during a session, you/your family and your puppy/dog may be photographed and or/videoed for research, training progress or social media promotion onto Canine Allies CIC's website, Facebook and Instagram feeds. Please advise us if you DO NOT agree to our material being used for this purpose.
- 4. While no guarantee can be made regarding individual results achieved by attending and/or participating in Training Classes, Sessions, Programmes, or packages, Canine Allies CIC can guarantee the service that you receive. Results depend on many factors including (but not limited to); your dog's behaviour, breed, characteristics, previous history, effective management, the Client's training ability and the Client's commitment.

PAYMENT, BOOKING, AND CANCELLATION

1. For additional booked sessions, we require a minimum of 24 hours cancellation notice. For cancellations within 24 hours or non-appearance, the full rate will be charged.

- 2. We are unable to provide the services we provide to you if you are behind on a monthly payment. These monthly payments ensure we can provide our services and we do so at as much of an affordable price as possible.
- 3. Refunds will not be made in any circumstances if you have been given access to online program materials for that payment month.
- 4. Whilst we strive to avoid changes and cancellations of your sessions, Canine Allies CIC reserves the right to cancel or change an appointment at any time by notice with immediate effect. Your session will be rescheduled at the next available opportunity, or a refund issued if this is not possible.
- 5. The preferred method of payment is via Stripe, Paypal or Bank transfer.
- If you, with Canine Allies CIC's discretion have been offered to spread the payment of product/service over multiple installments then you are liable for, and committed to, making ALL the installment payments. You cannot cancel or walk away with installment payments outstanding.
- 7. If the Client fails to make any payment due to Canine Allies CIC by the due date with no notice, then the Client shall pay interest on the overdue amount at the rate of [8%] per annum above Natwest Bank Plc' base rate from time to time. Such interest shall accrue daily from the due dare until the actual payment of the overdue amount, whether before or after judgement. The Client shall pay the interest together with the overdue amount plus all additional administrative, debt collection costs and legal fees incurred.
- 8. The Client shall pay all amounts due in full without ant set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Canine Allies CIC may at any time, without limiting its rights or remedies, set off any amount owing to it by the Client against any payable by Canine Allies CIC to the Client.
- 9. On Cancellation of membership for any reason, the Client shall immediately pay to Canine Allies CIC all and any outstanding unpaid invoices and interest.

ASSISTANCE DOGS

GENERAL

When working with Canine Allies CIC and your Assistance Dog, you are confirming that you have a disability as defined by the Equality Act 2010 and require an Assistance Dog to mitigate your disability. Those found to be abusing this legislation will be banned from our services with immediate effect, reported to authorities and black listed from further events/services/partnerships.

HEALTH AND BEHAVIOUR

- 1. All Assistance Dogs on Canine Allies CIC's programme are required to have a health check every 6 months and have third party/public liability insurance.
- 2. Prior to joining our programme, you must make us aware of any characteristic, trait or behavioural history that might make your dog unsuitable for training sessions, classes or programs.
- 3. Should the Client's dog or puppy be deemed unsuitable for any class or program, Canine Allies CIC reserves the right to cancel the booking indefinitely, with immediate effect.
- 4. The Client takes full responsibility for their dog's behaviour at all times including when off-lead and in public spaces.
- 5. To ensure a safe and responsible dynamic, Females in season will be unable to attend classes or group programs for at least 4 weeks. Where an online class is available, Canine Allies CIC will ensure that females in season are able to attend online to avoid disruption to training.
- The Client agrees to ensure that their dog(s) will be kept up to date on all vaccinations, de-worming and de-fleaing.
- If fleas, ticks or lice are noticed on a Client's dog, the Client will receive immediate communication to seek advice from their vet and be asked to leave classes if isolation is not possible.
- 8. In any situation where dogs are in close contact with each other, there is the risk of the transfer of infectious diseases, including kennel cough, and this is the case in dog group training classes. Vaccinations reduce, but do not eliminate the risk of infection, Therefore, by attending classes you understand the risk and in the event of your dog(s) becoming ill, cannot undertake a claim against Canine Allies CIC.
- 9. The Client agrees that Canine Allies CIC cannot be held liable for accident, death or injury to their dog during training sessions, classes or programs.

MOBILITY AND GUIDEWORK

Any Assistance Dog doing mobility or guide work whilst a member of Canine Allies CIC must provide a letter from their vet confirming the dog is fit to provide these tasks, this must be signed by the vet practitioner with the name of the vet company and location.

AGE

Your dog must be a minimum of 8 weeks old and a maximum of 6 years old to join the training programme as an assistance dog. Each programme stage will also have minimum age requirements, a dog must be at least 18 months old to take a Public Access Test.

PUBLIC ACCESS

Your dog **MUST** pass stage 1 before carrying out Public Access regardless if you have already begun Public Access previously. This means your dog must have basic obedience, be toilet trained and know at least one task to mitigate your disability.

Your dog **MUST** be labelled as in training until you have passed Canine Allies CIC's Public Access Test regardless of whether your dog is deemed to be of a fully trained standard.

All members must have been a member of Canine Allies CIC for at least 6 months before being able to take a Public Access Test so we can ensure the behaviour of the dog is solid and adequate to meet the standards of a fully qualified Assistance Dog.

<u>GEAR</u>

Canine Allies CIC Gear Ownership and Transition:

All Canine Allies gear remains the property of Canine Allies CIC. Upon termination of membership, geat must be returned to the organisation or sold to another verified member within 14 days. Members acquiring gear from another members must meet the appropriate program stage requirements for that item (e.g. STage 1 for in-training vests, successful Public Access Test for fully trained vests).

Gear Usage and Customisation:

Members have the flexibility to choose which Canine Allies CIC gear they wear, or if they wear any Canine Allies gear (excluding Facility Dogs). However, to maintain brand consistency and professionalism, custom gear featuring the Canine Allies CIC logo or any variant, is not permitted. Canine Allies CIC's gear is considered a uniform and should not be altered. All Canine Allies CIC's gear should be ordered directly through the organisation and not from external suppliers.

We do not permit offensive language, symbols or images to be worn alongside Canine Allies CIC gear.

International Gear Policy:

When travelling to a different country and within that country, members are required to wear official organisation gear to meet country regulations.

PROGRAMME DOGS

IDENTIFICATION

Facility dogs must be identifiable as a facility dog at all times when in public. Facility dogs will be trained with the organisation either up until 1 year old as partly-trained or up to 2 years old as fully trained (or around this age when the dog is deemed fully qualified). The dog remains property of Canine Allies throughout the dog's working life. All programme dogs will be issued with an ID card and branded gear.

SELECTION PROCESS

Puppies are to be well socialised in the breeder's home where appropriate and safe to do so. All puppies will be temperament tested and health checked. Whilst there is no guarantee that all prospective puppies will make it in their career as an Assistance Dog, Canine Allies CIC will always make the greatest efforts to give the puppy the best chances of success.

PAIRING PROCESS

When a facility dog has reached a year old, we will begin to consider them for pairing. This pairing will be dependent on the dog's personality, needs and lifestyle. In addition, the dog will be assessed to identify which type of disability they may be more efficient in assisting.

Check our Programme Dog Policy for more information.

PSYCHIATRIC ASSISTANCE DOGS

DEFINITION

Canine Allies CIC defines a Psychiatric Assistance Dog as a dog that is trained to perform tasks that mitigate a long term mental health condition. This means that the mental health condition must be diagnosed and must affect the handler on a daily basis. It must impact their independence and affect their quality of life.

MENTAL HEALTH CONDITIONS

Conditions that Canine Allies CIC can aid in training an assistance dog for:

Anxiety, Depression, PTSD (Post Traumatic Stress Disorder), C-PTSD (Complex-PTSD), Autism, BPD (Borderline Personality Disorder), OCD (Obsessive Compulsive disorder), dissociative disorders, eating disorders, psychosis and schizophrenia.

STANDARDS FOR A PSYCHIATRIC ASSISTANCE DOG

The dog must not be encouraged to guyard, protect, or search for a threat. They cannot be taught commands that would make them seem as aggressive or a risk to the public. Psychiatric Assistance Dogs must be behaviourally sound and should not reflect their handler's negative emotions.

ACCESSIBILITY

GENERAL

Canine Allies CIC is committed to providing accessible services for all our members. We achieve this through various adaptations and flexible options, including:

- **Personalised Public Access Testing:** We can modify elements of the Public Access Test to accommodate individual abilities. For example, if stairs present a medical challenge, we can adapt the test to focus on comfort and proficiency with elevators.
- **Membership Holds for Financial Flexibility:** To help manage financial considerations, members can place their membership on hold for up to one month from their last payment date.
- Accessible Services: Our services can be accessed through multiple means, for those who may struggle with online calls such as those who are deaf or with no verbal autism, they are still able to access our services via our text sessions.
- Accessible Communication and Resources: We offer alternative formats for forms, booking systems, documents, gear orders and more to ensure accessibility for members with disabilities. Please do not hesitate to inquire about alternative options.

CONTACT

If you have any questions or concerns regarding accessibility, please don't hesitate to contact us at info@canineallies.co.uk

ADDITIONAL CLAUSES

Limitation of Liability

1. The Client takes responsibility for any costs which may be incurred, by either veterinary or other, as a result of any damage, accident, sickness or death caused to or by their dog and will pay any such costs or expenses on demand.

2. Nothing in the Contract shall limit or exclude Canine Allies CIC liability for:

a. death or personal injury to a human being caused by its negligence, or the negligence of its employees, agents or subcontractors; fraud or fraudulent misrepresentation; or breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

3. Subject to Limitation of Liability: Clause 2, Canine Allies CIC shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- a. loss of profits;
- b. loss of sales or business;
- c. loss of agreements or contracts;
- d. loss of anticipated savings;
- e. loss of damage to goodwill; and
- f. any indirect or consequential loss

4. Force Majeure. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform any of its obligations under this Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control.

1. Entire Agreement

a. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

b. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. Variation.

No variation of the Contract shall be effective unless it is in writing and notified or accepted by Canine Allies CIC (or its appointed director(s)).

3. Waiver.

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- a. waive that or any other right or remedy; or
- b. prevent or restrict the further exercise of that or any other right or remedy.

4. Severance.

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

5. Notices.

a. Any notice or other communication given to a party under or in connection with the Services shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email to the correct addressed email address if sent delivered-read (so email delivery and receipt can be acknowledged).

b. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the Client's address provided by him/her; if sent by pre-paid first class post or other next working day delivery service to the same address, at 9.00 am on the second business day after posting; if delivered by

commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email one business day after transmission

c. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

6. Third parties.

No one other than a party to the Contract shall have any right to enforce any of its terms.

7. Governing law.

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

8. Jurisdiction.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.