

**ACER GUNDOGS TRAINING  
TERMS AND CONDITIONS OF SUPPLY**

**1 These terms**

1.1 **What these terms cover.** These are the terms and conditions on which we supply dog training services to you ("**Services**").

1.2 **Why you should read them.** Please read these terms carefully before you proceed with a booking request. These terms tell you who we are, how we will provide Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

**2 Information about us and how to contact us**

2.1 **Who we are.** We are Acer Gundog Training Limited a company registered in England and Wales with company registration number is 10711036. Our registered office is 41 High Street, Royston Herts SG8 9AW.

2.2 **How to contact us.** You can contact us by telephoning us on 01223 901340 or by emailing us at [info@acerdogs.com](mailto:info@acerdogs.com).

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your booking form.

**3 Our contract with you**

3.1 **How we will accept your booking.** All our clients must complete and submit a booking form through our website: [www.acerdogs.com](http://www.acerdogs.com). By submitting the booking form, you confirm that you have read and agree to these Terms and Conditions. Our acceptance of your booking will take place when we email you to accept it, at which point a contract will come into existence between you and us. If we have already agreed on a date/start-date for the Services you require, our acceptance email will have an invoice attached. Otherwise, we will contact you by email to arrange a booking date, and acceptance of your booking will take place when we subsequently email you with an invoice. We recommend you check your "junk" email folder if you cannot find our acceptance email shortly after sending a booking request.

**4 Our Services**

4.1 **Details of our Services.** A full explanation of all Services we offer can be found on our website ([www.acerdogs.com](http://www.acerdogs.com)). Our Services include:

- (a) *Puppy Home Visits*, which include a consultation and an Individual Training Session (combined) and will last up to 1.5 hours;
- (b) *Initial Consultations*, which last up to 60 minutes, following which you will receive a report by email which will summarise your training plan; and

- (c) *90 Day Transformation Package*, which incorporates 6 x Individual Training Sessions which each last up to 45 minutes and are to be undertaken within 90 days (of the date of the first session); and
- (d) *Individual Training Sessions* (booked on a standalone basis for existing customers only) which last up to 45 minutes; and
- (e) *Gundog Puppy Courses, Beginner Foundation Courses, Beginner Improver Courses, Junior Foundation Courses & Junior Improver Courses*, which each include 6 x group classes held on consecutive weeks lasting 1 hour, with a structured training programme supported by an online video course; and
- (f) *Rolling Gundog Training Classes* at Beginner, Junior & Intermediate levels, which include weekly group classes, each lasting 1 hour, payment for which is to be made (in advance) every 6 weeks on a rolling basis, for the consecutive dates stated on our invoice.

**4.2 Your responsibilities in relation to our Services.** In order for you to use our Services, you will be responsible for ensuring that:

- (a) your dog(s) are vaccinated/up to date with anti-flea and anti-wormers and with their inoculations for distemper, hepatitis, leptospirosis, parvovirus and parvo influenza. We also recommend that you speak to your vet about vaccinating for kennel cough. Proof of current vaccinations must be supplied before your first training session. You are also kindly asked to provide proof for the renewal of vaccinations once a year;
- (b) you advise us before confirming a booking as to whether your dog has any behavioural problems;
- (c) during the provision of our Services:
  - (i) your dog(s) are kept on a lead at all times unless otherwise instructed; and
  - (ii) all children under the age of 18 are accompanied by an adult at all times.

**4.3 Using our Services.** Please bear the following in mind when using our Services:

- (a) we believe in using positive reinforcement as the most effective way to train dogs, therefore we do not allow dogs to be handled forcefully during our training. The use of punishment as a training method has been proven to create negative side effects in dogs and owners who are seen to use such handling methods will be asked to leave immediately (see clause 9.4(a));
- (b) our training sessions are held outdoors in the countryside and so appropriate care should be taken to avoid injury. The terrain can be uneven and slippery in places and there are also hazards such as trees and low hanging branches to consider. By

choosing to attend you agree to take full responsibility for your own safety, the safety of all parties accompanying you and the safety of your dog(s); and

- (c) whilst it is not compulsory, we highly recommend that you obtain Lifetime Pet Insurance for your dog(s). We accept no responsibility for loss of, or injury to, your dog(s) whilst training with us, and you will be responsible for all vet bills, no matter how they are incurred;
- (d) we may film, record or photograph you during the provision of our Services and unless you tell us that you do not wish to be filmed, recorded or photographed you agree to license us to use such images for the purpose of promoting our Services on a non exclusive, worldwide, royalty free basis whether by on line marketing on our company website, social media pages or for the purpose of demonstration videos, tutorials or other educational or informational material as may be produced by us from time to time. You understand that such material may be edited and used in whole or in part and displayed on the internet or made public for the purpose of promoting Acer Gundog Training Services.

## **5 Your rights to make changes**

- 5.1 If you wish to make a change to a booking please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price or timing of the booking or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8).

## **6 Our rights to make changes**

- 6.1 We may change our Services to reflect changes in relevant laws and regulatory requirements or to implement improvements. These changes will not affect your use of our Services.

## **7 Providing the Services**

- 7.1 **Who we will provide our Services to.** Our Services will only be provided to the person named on the booking form.
- 7.2 **We are not responsible for delays outside our control.** If supply of our Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Services you have paid for but not received.
- 7.3 **If you do not allow us access to provide Services.** If you have booked a *Puppy Home Visit* and you do not allow us access to your property to perform the Services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 10.2 will apply.

7.4 **Reasons we may suspend the supply of Services to you.** We may have to suspend the supply of Services to deal with emergency staffing problems, comply with government restrictions and/or adverse weather conditions.

7.5 **Your rights if we suspend the supply of Services.** We will contact you in advance to tell you we will be suspending supply of Services, unless the problem is urgent or an emergency. If we have to suspend the Services for longer than a reasonable period you may contact us to end the contract for a Service and we will refund any sums you have paid in advance for the Service in respect of the period after you end the contract.

## **8 Your rights to end the contract**

8.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have booked and paid for, whether there is anything wrong with the booking, how we are performing and when you decide to end the contract.

8.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any Services which have paid for and which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the Services or these terms which you do not agree to (see clause 6);
- (b) we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the Services may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the Services for staffing reasons, or notify you we are going to suspend them for staffing reasons, in each case for a period of more than [4 weeks].

8.3 **Your right to change your mind (Consumer Contracts Regulations 2013).** In accordance with section 28(1)(h) of these Regulations, our Services are considered to be a "leisure activity" and as such are excluded from the 14 day right to change your mind/cancel. Accordingly, you will **not** be entitled to a 14 day cooling-off period.

8.4 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 8.3), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for our Services is completed when we have finished providing the Services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have changed your mind, just contact us to let

us know. The contract will end immediately and we will refund any sums paid by you for Services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) a sum which relates to reasonable compensation for the net costs we will incur as a result of your ending the contract.

## **9 How to end the contract with us**

9.1 **Tell us you want to end the contract.** To end a contract with us, please let us know by calling us on 01223 901340 or emailing us at [info@acerdogs.com](mailto:info@acerdogs.com). Please provide your name, home address and details of the order.

9.2 **How we will refund you.** If you have provided us with 48 hours notice or more of your wish to cancel the contract we will refund you the price you paid for the Services, by the method you used for payment.

9.3 **When your refund will be made.** We will make any refunds due to you as soon as possible.

9.4 **When a refund will not be made.** You will not be offered a refund if:

- (a) we discover that you are using force as a method of training;
- (b) the trainer deems your dog(s) to be aggressive. (We must be alerted to any behavioural problems prior to making a booking);
- (c) you are unable to attend a group training class (we have a strict limit on the number of dogs who can attend each group class, and for this reason your payment will reserve your place in the class for the duration of the payment period noted on your invoice); or
- (d) you cancel a Puppy Home Visit, an Initial Consultation or an Individual Training Session with less than 48 hours' notice, as it is unlikely that we will be able to re-book another client into the time slot we have reserved for you.

In relation to the circumstances described at paragraphs (a) and (b) above you will also be asked to leave the training session immediately.

## **10 Our rights to end the contract**

10.1 **We may end the contract if you break it.** We may end the contract for Services at any time if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 3 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time, allow us access to your premises to supply the Services; or

(c) you are asked to leave a training session, as specified in clauses 9.4(a) to 9.4(b) above.

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

## 11 **If there is a problem with our Services**

11.1 **How to tell us about problems.** If you have any questions or complaints about our Services, please contact us. You can telephone us at 01223 901340 or email us at [info@acerdogs.com](mailto:info@acerdogs.com).

11.2 **Summary of your legal rights.** We are under a legal duty to supply Services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Services. Nothing in these terms will affect your legal rights.

### **Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

We offer **services**, and the Consumer Rights Act 2015 says:

- a) you can ask us to repeat a service if it's not carried out with reasonable care and skill, or get some money back if we can't repeat it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also [Exercising your right to change your mind \(Consumer Contracts Regulations 2013\)](#).

## 12 **Price and payment**

12.1 **Where to find the prices for Our Services.** Details of all prices charged for our Services can be found on our website ([www.acerdogs.com](http://www.acerdogs.com)) under the heading "Training Options". The price of the Services (which includes VAT) will be the price indicated on the booking pages when you placed your booking. We use our best efforts to ensure that the price of the Services advised to you is correct. However please see clause 12.2 for what happens if we discover an error in the price of your booking.

12.2 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Services we sell may be incorrectly priced. We will normally check prices before accepting your booking so that, where the booking's correct price at your booking date is less than our stated price at your booking date, we will charge the lower amount. If the Service's correct price at your booking date is higher than the price stated to you, we will contact you for your instructions before we accept your booking.

12.3 **When you must pay and how you must pay.** We accept payment with Visa or Mastercard. When you must pay depends on what Service you are buying:

- (a) for new bookings, payment is required within 24 hours of the invoice date (see clause 3.1). For rolling class renewals, payment is required on or before the start date of the final class in the current payment period. If payment is not received within this time we reserve the right to cancel your booking request and release your place to another client; or

12.4 **Paying for Services with gift vouchers.** Gift vouchers can only be redeemed for the named Services listed on the voucher and they are not exchangeable with cash or another voucher. Individual Training Sessions paid for with a gift voucher must be pre-booked in advance and our standard 48-hour cancellation policy applies (see clause 9.4(d)). Group Classes must be pre-booked in blocks of 6 consecutive classes (subject to space) and our standard policy for any missed class applies (see clause 9.4(c)). Any additional cost exceeding the value of a gift voucher must be paid by the redeemer and gift vouchers will not be replaced when lost, damaged or stolen. In the event of any dispute, the decision of Acer Gundog Training Limited is final.

12.5 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know.

### **13 Responsibility for loss or damage suffered by you**

13.1 **We are not responsible for loss and damage.** We accept no responsibility for any damage to, theft of, or from your vehicle. Please do not leave valuables in your vehicle and never leave dogs unattended in your vehicle. We accept no responsibility for loss of, or injury to, your dog whilst training with us.

13.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services as summarised at clause 11.2.

13.3 **We are not liable for business losses.** We only supply our Services for domestic and private use.

### **14 How we may use your personal information**

14.1 **How we may use your personal information.** We will only use your personal information as set out in our privacy policy, you will find this on our website: [www.acerdoqs.com/privacy-policy](http://www.acerdoqs.com/privacy-policy).

## 15 **Other important terms**

- 15.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 15.2 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 15.3 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.4 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.
- 15.5 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.