

TERMS AND CONDITIONS AND PRIVACY POLICY

The following terms and conditions and the attached Schedule apply to all behaviour advice and work, courses, online and one-to-one training, equipment and other services relating to and supplied by Karen Wild (also known as Karen Wild CCAB Pet Behaviour and Training and formerly known as Pawprint Pets, Pawprint Puppy & Dog Training) of 4 Thetford Avenue, Baston PE6 9PG (referred to forthwith as 'we' or 'us') and the owner/any handler of the pet (referred to as 'you', 'pet' meaning dog(s) and/or cat(s)). These terms and conditions and the attached Schedule are aimed to protect the rights and welfare of all parties. Please read these terms and conditions and the attached Schedule carefully. Should you have any queries please contact us. Attendance at any appointment or class signifies your acceptance of these.

- We will endeavour to take all reasonable care, however, we cannot accept responsibility or liability for the health and safety of the pet, owner or their families beyond reasonable expectation of this duty of care.
- We accept no responsibility and have no liability for loss, injury or accidents that occur to pet, owner or their families or for any veterinary bills or other costs arising from any incident occurring under reasonable circumstances relating to training, equipment or advice given by us.
- 3. Any information regarding the pet's health and/or existing medical conditions/treatment must be disclosed prior to any consultation or training or supply of equipment. Health issues regarding you, or attendees should also be disclosed to avoid injury and other issues appertaining to the services/equipment supplied. If you fail to do this we cannot be held responsible or liable for any loss or harm.
- 4. Information regarding behaviour issues or current/prior legal issues in relation to your pet(s) MUST be freely and fully disclosed for example, fear, aggression, pet's previous behaviour history, criminal or civil proceedings etc. Failure to do so could result in serious harm to your pet, you the owner, your instructor or other members of the public and may result in legal action from ourselves or others. We will not be liable if you fail to disclose any such issues to us.
- 5. If your pet is showing signs of ill health (such as vomiting, diarrhoea, coughing) or if you have a bitch in season please advise your instructor as soon as possible in order to rearrange your appointment. This also applies to post-operative recovery periods. The usual cancellation fees will apply in this case.
- 6. All pets must be free from disease and up to date with all vaccinations, worming, flea and tick treatment prior to consultation. It is advisable that your pet is also up to date with their Kennel Cough vaccinations.
- 7. Children under 18 and family members may be able to join in with consultations although this is at your own discretion. All involved must also comply with the Health and Safety recommendations advised here and to also take proper reasonable care during and after the consultation. We accept no liability for the health and safety of those you choose to involve. Children must always be supervised when around pets and you should take proper care to ensure that they do NOT attempt to replicate any training or behavioural modification recommendations on your pet without proper, adult supervision. This applies in all cases, even if the children have been actively involved with training sessions with us.
- 8. Payment for sessions must be made in advance, either by deposit followed by remainder of payment on appointment, or by full course fee in advance where applicable. All deposits payable on booking are non-refundable in all circumstances. Please see our cancellation policy for more information.
- We maintain the strictest confidence with your details, however we reserve the right to report any situation that may compromise you, your family or your pet's welfare or safety under current UK law.
- 10. We do not endorse the use of physical or verbal punitive correction, choke chains, prong or shock collars. Any health or welfare issues found to be of legal concern will be reported to the local government authority and/or RSPCA inspector and/or local Police where appropriate.
- 11. For online consultations you agree that by undertaking this form of booking that there are certain limitations on assessment or advice that can be given since you realise that the practitioner cannot actually be present. You undertake to accept and agree to these limitations without recourse to complaint.
- 12. You are advised to contact your own legal counsel for advice. We do not provide legal advice in any form.
- 13. You agree to contact us fortnightly as a minimum, with regard to progress, within any agreed 3 month help period from initial appointment. If we do not receive contact from you within 4 weeks of your last contact, this will be taken that you no longer require our service, we will discharge your case from the practice and this service agreement will end without refund.
- 14. We reserve the right to terminate this contract of agreement without notice or refund should circumstances arise by which a client or associates behave abusively or display inappropriate or criminal behaviour.
- 15. We operate within the office hours and via contact methods specified upon booking, including pre-booked face to face appointment, online appointment, telephone appointment, and email. We aim to return all contact within 5 working days or less. We do not offer a 24 hour service and shall not be held liable for issues arising from this. You should contact your Vet in any emergency.
- 16. Fair use policy: Under any of our plans and support services, contact usage is limited to a maximum of 45 mins spent on all correspondence for each case per week to ensure fair distribution of time between all clients in our care. Should this be exceeded you will be asked to book an additional session should you want further aid. If you are not within a plan stating ongoing contact is included we are under no obligation to engage in correspondence.
- 17. Failure to keep an appointment either online, by telephone or face to face (failure will be judged as no contact from you within 15 minutes after agreed start time) shall void that appointment and the full appointment time missed will still be charged to your account. Please see our cancellation terms for full details.
- 18. We must rely on the advice of your Vet wherever needed. You give consent for us to freely contact your Veterinary surgeon/practice/access records for your pet(s).



- 19. We work as sole practitioner in relation to training and behavioural advice, in conjunction with your Veterinary surgeon's medical advice and treatment, or advice or treatment from paraprofessionals in an unrelated field. Should you choose to engage with another party for behaviour or training advice during our contracted service, we will consider this an immediate termination of our service without refund. If we agree to engage with another professional to support you, this must be discussed and agreed to fully between us, so any advice or treatment does not conflict.
- 20. Holidays and absences. Should we be unable to cover a time period within your plan, due to holidays, ill health or absence due to circumstances beyond our control, this time will be added to any agreed plan time. Should this be the case we will aim to notify you within a reasonable time period where possible.
- 21. In respect of any coaching or instruction that is undertaken for all sessions you agree to the terms additionally set out in the attached Online Schedule but also:
 - a. that by participating you are doing so at your own risk;
 - b. a suitable, non-slip floor space is required and any potential obstructions in the vicinity are removed before you participate;
 - c. to avoid activities if you have, or suspect you may have any current health concerns, injuries, aches and pains;
 - d. avoid physical contact with other participants and where appropriate, adhere to social distancing guidelines
 - e. You permit us to record the session (video and audio). We shall retain this recording for a period of up to thirty-six (36) months and this may be used to assist in any claim made against us;
 - f. By participating (attendance using the Zoom link or other method issued) it is given that participants agree to the terms and conditions set out in the Schedule along with the existing ones for all training and behaviour sessions.

22. Cancellation policy:

Deposits: All deposits paid are non-refundable. Please note that once you have booked an appointment, we begin preparation for it and will hold the date and time/class space for you, meaning it cannot be booked by another client. If you decide to cancel after making your booking, you will not be entitled to a refund of your deposit.

Advance payments: You have 14 days from the date of booking to cancel your class/appointment by phone, letter or email. Should you decide to cancel within this period, you will incur a 30% charge of the full fee (deposit will be subtracted from this amount). Following this period, cancellations made within 7 working days of class commencement/appointment date will be subject to full fee without exception regardless of the circumstances.

Refunds or postponements/rescheduling of private sessions will not be issued should you fail to attend a private appointment without a minimum of 5 working days notice in advance of the agreed appointment date and time.

Partial or full refunds are not issued under any circumstances once you have commenced a service. This applies for any reason, but in particular no refunds will be issued should you decide to (any or all of the following) end the consultation process, relinquish your pet for rehoming, if you disagree with the advice given and/or do not feel it is effective, if the pet is euthanised, if you decide not to take the optional follow-up sessions, change your mind about the service type offered (e.g. wanting in-person instead of video online session) or decide not to use the optional 3 month support period.

No partial refunds are given for failure to attend course or group class sessions.

COVID-19 RESTRICTIONS – Your normal cancellation rights apply as detailed above. Should we need to change how we deliver a service, for example moving an in-person class to an online one, or an indoor class to an outdoor one, this would only occur to stay in accordance with government advice and legal/insurance restrictions. These are beyond our control. We will still aim to deliver the service you have booked, just in a different format so as to remain operating legally. Should you anticipate problems with this agreement, such as technology being unavailable to you, please be aware of this possibility prior to booking and agreeing to these terms.

Should we cancel an event, you are entitled to a full refund.

23. We make no warranty or representation that any particular result will be brought about as a result of providing you with one or more consultations, training or advice in any form.

PRIVACY POLICY

1. What Does This Policy Cover?

This Privacy Policy applies to personal data that we hold about you and the information that we collect through our website.

2. What Is Personal Data?

Personal data is defined by the General Data Protection Regulation (EU Regulation 2016/679) (the "GDPR") and the Data Protection Act 2018 (collectively, "the Data Protection Legislation") as 'any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier".

Personal data is, in simpler terms, any information about you that enables you to be identified. Personal data covers obvious information such as your name and contact details, but it also covers less obvious information such as identification numbers, electronic location data, and other online identifiers.

3. What Are My Rights?

Under the Data Protection Legislation, you have the following rights, which we will always work to uphold:

- a) The right to be informed about our collection and use of your personal data.
- b) The right to access the personal data we hold about you.
- C) The right to have your personal data rectified if any of your personal data held by us is inaccurate or incomplete.
- d) The right to be forgotten, i.e. the right to ask us to delete or otherwise dispose of any of your personal data that we hold.
- e) The right to restrict (i.e. prevent) the processing of your personal data.
- f) The right to object to us using your personal data for a particular purpose or purposes.
- g) The right to withdraw consent. This means that, if we are relying on your consent as the legal basis for using your personal data, you are free to withdraw that consent at any time.
- h) The right to data portability. This means that, if you have provided personal data to us directly, we are using it with your consent or for the performance of a contract, and that data is processed using automated means, you can ask us for a copy of that personal data to re-use with another service or business in many cases.
- i) Rights relating to automated decision-making and profiling. We do not use your personal data in this way.

It is important that your personal data is kept accurate and up-to-date. If any of the personal data we hold about you changes, please keep us informed as long as we have that data.

Further information about your rights can also be obtained from the Information Commissioner's Office or your local Citizens Advice Bureau.

If you have any cause for complaint about our use of your personal data, you have the right to lodge a complaint with the Information Commissioner's Office.

4. What Data Do You Collect and How?

Depending upon your use of Our Site, we may collect and hold some or all of the personal set out in the table below, using the methods also set out in the table. We do not collect any 'special category' or 'sensitive' personal data or personal data relating to children and/or data relating to criminal convictions and/or offences.

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

- (a) Identity Data includes first name, last name, username or similar identifier, marital status, title, date of birth, gender and passport details.
- (b) Contact Data includes billing address, delivery address, email address and telephone numbers.
- (c) Financial Data includes bank account and payment card details.
- (d) Transaction Data includes details about payments to and from you and other details of products and services you have purchased from us.
- (e) Usage Data includes information about how you use our website, products and services.
- (f) Marketing and Communications Data includes your preferences in receiving marketing from us and our third parties and your communication preferences.

5. How Do You Use My Personal Data?

Under the Data Protection Legislation, we must always have a lawful basis for using personal data. The following table describes how we



will use your personal data, and our lawful bases for doing so:

What We Do	What Data We Use	Our Lawful Basis
To register you as a new customer	(a) Identity (b) Contact	Performance of a contract with you
To process and deliver your order including: (a) Manage payments, fees and charges (b) Collect and recover money owed to us	(a) Identity(b) Contact(c) Financial(d) Transaction(e) Marketing and Communications	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to recover debts due to us)
To manage our relationship with you which will include: (a) Notifying you about changes to our terms or privacy policy (b) Asking you to leave a review or take a survey	(a) Identity(b) Contact(c) Profile(d) Marketing and Communications	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)
To enable you to partake in a prize draw, competition or complete a survey	(a) Identity(b) Contact(c) Profile(d) Usage(e) Marketing and Communications	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to study how customers use our products/services, to develop them and grow our business)
To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Identity (b) Contact (c) Technical	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) (b) Necessary to comply with a legal obligation
To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you	(a) Identity(b) Contact(c) Profile(d) Usage(e) Marketing and Communications(f) Technical	Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)
To use data analytics to improve our website, products/services, marketing, customer relationships and experiences	(a) Technical (b) Usage	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)





to you abou	To make suggestions and recommendations to you about goods or services that may be	(a) Identity	Necessary for our legitimate interests (to develop our products/services and grow our
	interest to you	(b) Contact	business)
		(c) Technical	
		(d) Usage	
		(e) Profile	
		(f) Marketing and Communications	

With your permission and/or where permitted by law, we may also use your personal data for marketing purposes, which may include contacting you by email and/or telephone and/or text message and/or post with information, news, and offers on our products and services. You will not be sent any unlawful marketing or spam. We will always work to fully protect your rights and comply with our obligations under the Data Protection Legislation and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and you will always have the opportunity to opt-out. We will always obtain your express opt-in consent before sharing your personal data with third parties for marketing purposes and you will be able to opt-out at any time.

We will only use your personal data for the purpose(s) for which it was originally collected unless we reasonably believe that another purpose is compatible with that or those original purpose(s) and need to use your personal data for that purpose.

If we need to use your personal data for a purpose that is unrelated to, or incompatible with, the purpose(s) for which it was originally collected, we will inform you and explain the legal basis which allows us to do so.

In some circumstances, where permitted or required by law, we may process your personal data without your knowledge or consent. This will only be done within the bounds of the Data Protection Legislation and your legal rights.

6. How Long Will You Keep My Personal Data?

We will not keep your personal data for any longer than is necessary in light of the reason(s) for which it was first collected. Your personal data will therefore be kept for the following periods (or, where there is no fixed period, the following factors will be used to determine how long it is kept):

Type of Data		How Long We Keep It	
(g)	Contact Data includes billing address, delivery address, email address and telephone numbers.	Whilst you are a customer and for three years after you are a customer	
(h)	Financial Data includes bank account and payment card details.	6 years.	
(i)	Identity Data includes first name, last name, username or similar identifier, marital status, title, date of birth and gender.	Whilst you are a customer and for three years after you are a customer	
(j)	Transaction Data includes details about payments to and from you and other details of products and services you have purchased from us.	6 years.	
(k)	Marketing and Communications Data includes your preferences in receiving marketing from us and our third parties and your communication preferences.	Whilst you are a customer and for three years after you are a customer For four years after you make an enquiry with us or register to receive marketing communications	





7. How and Where Do You Store or Transfer My Personal Data?

We will only store or transfer your personal data within the UK. This means that it will be fully protected under the Data Protection Legislation.

8. Do You Share My Personal Data?

We will not share any of your personal data with any third parties for any purposes, subject to the following exceptions:

If we sell, transfer, or merge parts of our business or assets, your personal data may be transferred to a third party. Any new owner of our business may continue to use your personal data in the same way(s) that we have used it, as specified in this Privacy Policy.

In some limited circumstances, we may be legally required to share certain personal data, which might include yours, if we are involved in legal proceedings or complying with legal obligations, a court order, or the instructions of a government authority.

We may sometimes contract with the following third parties to supply certain products and/or services.

Recipient	Activity Carried Out	Sector	Location
Vets	Sending information about the training/behaviour work carried out	Vets	UK
Our insurance providers	Sending information about the training/behaviour work or other services carried out	Vets	UK
Your insurance providers	Sending information about the training/behaviour work carried out and costs	Vets	UK

If any of your personal data is shared with a third party, as described above, we will take steps to ensure that your personal data is handled safely, securely, and in accordance with your rights, our obligations, and the third party's obligations under the law, as described above in Part 8.

If any personal data is transferred outside of the EEA, we will take suitable steps in order to ensure that your personal data is treated just as safely and securely as it would be within the UK and under the Data Protection Legislation, as explained above in Part 8.

If we sell, transfer, or merge parts of our business or assets, your personal data may be transferred to a third party. Any new owner of our business may continue to use your personal data in the same way(s) that we have used it, as specified in this Privacy Policy.

In some limited circumstances, we may be legally required to share certain personal data, which might include yours, if we are involved in legal proceedings or complying with legal obligations, a court order, or the instructions of a government authority.

9. Can I Withhold Information?

You may access certain areas of Our Site without providing any personal data at all. However, to use all features and functions available on Our Site you may be required to submit or allow for the collection of certain data.

10. How Can I Access My Personal Data?

If you want to know what personal data we have about you, you can ask us for details of that personal data and for a copy of it (where any such personal data is held). This is known as a "subject access request".

All subject access requests should be made in writing and sent to the email or postal addresses [include].

There is not normally any charge for a subject access request. If your request is 'manifestly unfounded or excessive' (for example, if you make repetitive requests) a fee may be charged to cover our administrative costs in responding.

We will respond to your subject access request within one month and, in any case, not more than one month of receiving it. Normally, we aim to provide a complete response, including a copy of your personal data within that time. In some cases, however, particularly if your request is more complex, more time may be required up to a maximum of three months from the date we receive your request. You will be kept fully informed of our progress.

This information is not shared with any other third party other than the referring Vet, specialist referral Vets, and your pet insurer should a claim be made by you. We do not use cookies. Should you wish to discuss any aspect of your stored information, please let us know by contacting us on 01778 560465.