



TERMS AND CONDITIONS

ANIMAL WELLBEING CENTRE LTD.

1. Interpretation

1.1. The definitions and rules of interpretation in this clause 1 apply in these Conditions.

Animal Wellbeing Centre Ltd: Trading name

Address: 67 Crimsworth Road, SW8 4RJ, London U.K

VAT Registration Number: 405 8996 59

Assessment: means the process of history taking, observation and evaluation of the behaviour of the Companion Animal during a consultation.

Behaviour Modification: means the changing of the emotional state of the Companion Animal from a negative to a positive using management, prevention, educational information, training, behaviour modification drugs or other medication as recommended by the Client's veterinary practice.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Client for the supply of the Services in accordance with clause 5 (Charges and payment).

Companion Animals: means the animal specified in written via forms, email, questionnaires and such other animal as the Client may instruct Animal Wellbeing Centre Ltd. to supply Services in respect of from time to time.

Conditions: these terms and conditions as amended from time to time in accordance with clause 11.8

Contract: the contract between Animal Wellbeing Centre Ltd. and the Client for the supply of Services in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Client: the person or firm whose name and address is set out on the invoice or, when applicable, on the Questionnaire.

Equipment: means all equipment and materials provided by Animal Wellbeing Centre Ltd..

House Rules: means the house rules prescribed by Animal Wellbeing Centre Ltd. as updated and amended from time to time.

Questionnaire: the form overleaf signed by the Client for Animal Wellbeing Centre Ltd..

Report: means a written document summarising the information provided by the Client , Animal Wellbeing Centre Ltd.'s assessment and behaviour modification intervention.

Services: the services, supplied by Animal Wellbeing Centre Ltd. to the Client as set out in the invoice.

Start Date: the date upon which commencement of the Services is to be provided as specified in the invoice or as agreed between the parties in writing from time to time.

Training: means to teach the Companion Animal a new set of skills.

1.2. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.3. Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.4. A reference to writing or written includes fax and email.

2. Basis of contract

2.1. The invoice constitutes an agreement by the Client to purchase the Services in accordance with these Conditions.

2.2. Any descriptive matter or advertising issued by Animal Wellbeing Centre Ltd., and any descriptions or illustrations contained in [catalogues, handouts, website or brochures], are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the contract or have any contractual force.

2.3. These Conditions apply to the contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4. Any quotation given by Animal Wellbeing Centre Ltd. shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

3. Supply of Services

3.1. Animal Wellbeing Centre Ltd. shall supply the Services to the Client as specified in the invoice

3.2. Animal Wellbeing Centre Ltd. shall use all reasonable endeavours to meet any performance dates agreed between the parties from time to time, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services. Animal Wellbeing Centre Ltd. retains the right to vary any of the performance dates on not less than 24 hours notice to the Client including but not limited to the Start Date.

3.3. Animal Wellbeing Centre Ltd. reserves the right to vary the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services.

3.4. Animal Wellbeing Centre Ltd. warrants to the Client that the Services will be provided using reasonable care and skill. However, nothing in these terms and conditions shall be construed as to a guarantee or warranty as to the outcome of the provision of the Services which the Client hereby acknowledges shall be entirely dependent upon the Client and the Companion Animals responsiveness to the Services which is beyond the reasonable control of Animal Wellbeing Centre Ltd..

3.5. Animal Wellbeing Centre Ltd. will coach the Client on how to train and work with their Companion Animal on the improvement of their Behaviour.

3.6. The Report will be provided to the Client and the Client's veterinary practice who made the referral.

3.7. If during the sessions Animal Wellbeing Centre Ltd. believes that the Companion Animal is not fit to train (medical reason, wearing wrong equipment, tired), the session will conclude and rescheduled.

4. Client's obligations

4.1. The Client shall:

4.1.1. co-operate with Animal Wellbeing Centre Ltd. in all matters relating to the Services;

4.1.2. Upon referral from the Client's veterinary practice the Client is required to provide Animal Wellbeing Centre Ltd. with the Companion Animals clinical history and a completed Comprehensive Questionnaire signed by the Client;

4.1.3. provide Animal Wellbeing Centre Ltd., or her employees and subcontractors, with access to the Client's premises as reasonably required in order to provide the Services;

4.1.4. provide Animal Wellbeing Centre Ltd. with such information and materials as Animal Wellbeing Centre Ltd. complies with all applicable laws, including health and safety laws and the House Rules and such instructions as issued by Animal Wellbeing Centre Ltd. from time to time;

4.1.5. keep Equipment in safe custody at its own risk, in good condition until returned to Animal Wellbeing Centre Ltd., and not dispose of or use the Equipment other than in accordance with Animal Wellbeing Centre Ltd.'s written instructions or authorisation;

4.1.6. inform Animal Wellbeing Centre Ltd. if the Companion Animal has any sort of illness that can be contagious;

4.1.7. inform Animal Wellbeing Centre Ltd. of any potential behaviour risk of the Companion Animal such as biting, attacking, or lunging at stranger coming to the house. In these circumstances the Client will take precautionary measures prior to the visit;

4.1.8. remain responsible for the behaviour of the Companion Animal at all times, save for when the Dog where appropriate is being provided with 1:1 sessions.

4.1.9. provide Animal Wellbeing Centre Ltd. with no less than [24 hours] notice of the need to reschedule the session. In the event that a Client needs to re-schedule more than [3] sessions, Animal Wellbeing Centre Ltd. reserves the right to terminate the Contract;

4.1.10. shall not use aversive tools nor physical punishment during the sessions. These are strictly forbidden and include but not limited to, shock collar (e-collar), choke collar/leash, spike collar and citronella collar.

4.2. The Client is responsible for scheduling in follow-up consultations, including calls, with Animal Wellbeing Centre Ltd. and keeping Animal Wellbeing Centre Ltd. informed of the Companion Animal's progress, whether it be positive or negative.

4.3. If Animal Wellbeing Centre Ltd.'s performance of any of its obligations under this contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("Client Default"):

4.3.1. without limiting or affecting any other right or remedy available to it, Animal Wellbeing Centre Ltd. shall have the right to suspend performance of the Services with immediate effect until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays Animal Wellbeing Centre Ltd.'s performance of any of its obligations;

4.3.2. Animal Wellbeing Centre Ltd. shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Animal Wellbeing Centre Ltd. failure or delay to perform any of its obligations as set out in this clause 4.2; and

4.3.3. the Client shall reimburse Animal Wellbeing Centre Ltd. on written demand for any costs or losses sustained or incurred by Animal Wellbeing Centre Ltd. arising directly or indirectly from the Client Default.

4.4. The Client warrants to Animal Wellbeing Centre Ltd. that all information contained within the Comprehensive Questionnaire and supplied by the Client to Animal Wellbeing Centre Ltd. from time to time is true, accurate, complete and not misleading.

5. Charges and payment

5.1. The Charges for the Services are per Companion Animal and shall be those set out on the invoice.

5.2. Any Packages / Remote Support / Classes / Follow-up Training Sessions are valid for the period specified in the invoice and are not transferable. The Client must have scheduled any Follow-Up Sessions, including Calls with Animal Wellbeing Centre Ltd. within the valid period as specified on the invoice when applicable.

5.3. Animal Wellbeing Centre Ltd. shall be entitled to charge the Client for any expenses reasonably incurred in connection with the Services including but not limited to:

5.3.1. travel expenses and hotel costs where the Services are required by the Client outside of areas where the Services are provided;

5.3.2. the cost of any materials or equipment specifically requested by the Client ("Additional Equipment").

5.4. Where the Services are ongoing, Animal Wellbeing Centre Ltd. reserves the right to increase the Charges on [1 April] each year.

5.5. Animal Wellbeing Centre Ltd. shall invoice the Client upon receiving instructions, in writing or verbally, that the Client agrees to purchase to the Services.

5.6. Unless otherwise agreed, in writing, The Client shall pay each invoice submitted by Animal Wellbeing Centre Ltd. on the earlier of:

5.6.1. upon receipt of the invoice; and

5.6.2. five (05) Business Days prior to the Start Date, and

time for payment shall be of the essence of the Contract.

5.7. where specified on the invoice, all amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by Animal Wellbeing Centre Ltd. to the Client, the Client shall, on receipt of a valid VAT invoice from Animal Wellbeing Centre Ltd., pay to Animal Wellbeing Centre Ltd. such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.8. If the Client fails to make a payment due to Animal Wellbeing Centre Ltd. under the Contract by the due date, then, without limiting Animal Wellbeing Centre Ltd.'s remedies under clause 8:

5.8.1. Animal Wellbeing Centre Ltd. shall reserve the right to refuse to provide the Services until payment has been received which may include refusal of entry into any consultation to be provided; and

5.8.2. the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.8 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

5.9. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5.10. no refund will be provided to the Client once the first session has taken place.

6. Intellectual Property and Data

6.1. all intellectual property rights including any logos, know-how, videos, handouts, models and designs in or arising out of or in connection with the Services shall be owned by Animal Wellbeing Centre Ltd..

6.1. Animal Wellbeing Centre Ltd. shall comply with all applicable requirements of all regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including without limitation the Data Protection Act 2018 or any successor legislation and, for so long as the law of the European Union has any legal effect in the UK, the General Data Protection Regulations (EU 2016/679).

7. Limitation of liability: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

7.1. Animal Wellbeing Centre Ltd. has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £2 Million per claim. The limits and exclusions in this clause reflect the insurance cover Animal Wellbeing Centre Ltd. Marsicano has been able to arrange and the Client is responsible for making its own arrangements for the insurance of any excess loss.

7.2. Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

7.2.1. death or personal injury caused by negligence of Animal Wellbeing Centre Ltd.;

7.2.2. fraud or fraudulent misrepresentation; and

7.2.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

7.3. Subject to clause 9.2, Animal Wellbeing Centre Ltd.'s total liability to the Client shall not exceed the aggregate amount actually received by Animal Wellbeing Centre Ltd. from the Client for the Services. Animal Wellbeing Centre Ltd.'s total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

7.4. The Client hereby acknowledges that they are solely responsible for their own Companion Animal including but not limited to its behaviour and any vaccinations and immunisations required and hereby agrees to hold harmless and indemnify Animal Wellbeing Centre Ltd. in respect of the actions of the Companion Animal and any damage or harm that it may cause including personal injury caused to Animal Wellbeing Centre Ltd. or any other person.

7.5. Unless the Client notifies Animal Wellbeing Centre Ltd. in writing that it intends to make a claim (identifying in reasonable detail the nature of the claim) within 3 months of becoming aware, or when it ought reasonably have become aware, of the event relating to the claim having occurred, Animal Wellbeing Centre Ltd. shall have no liability for that event.

7.6. This clause 7 shall survive termination of the Contract.

8. Termination

8.1. Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party:

8.1.1. two (02) weeks' written notice prior to the Start Date in the case of any consultation to be supplied by Animal Wellbeing Centre Ltd.;

8.1.2. Seventy-two (72) hours written notice prior to the Start Date in respect of any one to one sessions to be supplied as a part of the Services.

8.2. Animal Wellbeing Centre Ltd. retains the right to cancel any consultation or re-schedule any of the Services from time to time on not less than 24 hours Written Notice.

8.3. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

8.3.1. the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 2 days of that party being notified in writing to do so;

8.3.2. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;

8.3.3. the other party dies or is incapacitated.

8.4. Without affecting any other right or remedy available to it, Animal Wellbeing Centre Ltd. may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment.

9. Consequences of termination

9.1. On termination of the Contract:

9.1.1. the Client shall return all of the Equipment. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;

9.1.2. the Client shall continue to be liable for the Charges if termination or cancellation is less than the notice period specified in clause 10 above;

9.1.3. the Client shall be liable for the Charges in full in respect of any services which have been commenced by Animal Wellbeing Centre Ltd. including but not limited to the Behaviour Consultation Package if the Client is unable to make a consultation or withdraws part-way through the package.

9.1.4. In the event that the Client terminates with 72 hours Written Notice of the first session, a full refund will be returned to the Client.

9.1.5. In the event that the Client gives less than 24 hours Written Notice of the first session, a refund will be provided to the Client minus the cost for the first session.

9.2. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

9.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

10. Notices

10.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to help@animalwellbeingcentred.com

10.2. Any notice or communication shall be deemed to have been received:

10.2.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

10.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

10.2.3. if sent email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 10.2.3, business hours means 9.00am to 6.00pm Wednesday to Sunday on a day that is not a public holiday in the place of receipt.

10.2.4. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

11. General

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

11.2. Behaviour Consultation Package may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

11.3. The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

11.4. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, Clients, clients or supplier of the other party except as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.5. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

11.6. The Contract 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.

11.7. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

11.8. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives) and a waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

11.9. 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.

11.10. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

11.11. 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 and the courts of England and Wales shall have exclusive jurisdiction.