

## **ABC Dog Training and Behaviour Terms and Conditions of Business**

### **1 Interpretation**

1.1 In these terms and conditions:

- “Agreement” means the contract between (i) the Customer and (ii) the Supplier;
- “Supplier” the Supplier is ABC Dog Training and Behaviour of 34 Boxgrove Priory, Goldington, Bedford, MK41 0TQ;
- “Charges” means the charges for the Services as specified in the confirmation of order and/or invoice/or Agreement;
- “Confidential Information” means all the information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
- “Customer” means the person named as Customer in the confirmed order and/or invoice/or Agreement;
- “DPA” means the Data Protection Act 1998;
- “FOIA” means the Freedom of Information Act 2000;
- “Information” has the meaning given under section 84 of the FOIA;
- “Mediator” means a mutually chosen, appropriately qualified person who attempts to make people involved in a dispute come to an agreement;
- “Party” means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
- “Personal Data” means the personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
- “Services” means the services to be supplied by the Supplier to the Customer as specified in the order confirmation, invoice, or under the Agreement;

- “Specification” means the specification for the Services (including as to quantity, description and quality) as specified in the confirmation of order and/or invoice/or Agreement;
- “Supplier” means the person named as supplier;
- “Term” means the period from the start date of the Agreement to it’s dated conclusion if appropriate;
- “VAT” means value added tax in accordance with the provisions of the Value Added Tax Act 1994;

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in the terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time to any subordinate legislation or bylaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as the meaning ‘including without limitation’.

## 2 **Basis of Agreement**

- 2.1 The confirmation of order/invoice/Agreement (unless other arrangements are mutually agreed in writing,) constitutes an acceptance by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement. An invoice specifies the charges.
- 2.2 The Customer agrees that once the invoice is issued there is a binding contract after 24 hours.
- 2.3 No refunds are given for cancelled contracts.

### **3 Supply of Services**

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with these terms and conditions.
- 3.2 In supplying the Services, the Supplier shall:
- 3.2.1 cooperate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
  - 3.2.2 perform the Services with all the reasonable care, skill, and diligence in accordance with the good industry practice in the Supplier's industry, profession or trade;
  - 3.2.3 Use Staff who are suitably skilled and experienced to perform task assigned to them, and in sufficient number to ensure that the supplier's obligations are fulfilled in accordance with the Agreement;
  - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
  - 3.2.5 comply with all applicable laws; and
  - 3.2.6 provide all equipment, tools, and other items as are required to provide the Services.

### **4 Term**

- 4.1 The Agreement shall take effect on the date specified in the confirmation of order and/or invoice/or Agreement and shall expire on the Expiry Date, unless it is otherwise extended in accordance or terminated in accordance with the terms and conditions of the Agreement.

### **5 Charges, Payment, and Recovery of Sums Due**

- 5.1 The Charged for the Services shall be as set out in the confirmation of order and/or invoice/or Agreement (unless other arrangements are mutually agreed in writing) exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

- 5.2 The Supplier shall invoice the Customer as agreed. Each invoice shall include supporting information required by the Customer to verify the accuracy of the invoice, including a breakdown of the Services supplied in the invoice period.
- 5.3 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 10 days before services are provided and an invoice will also be issued unless other arrangements are mutually agreed.
- 5.4 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the full amount, with a clear indication of the disputed sum. The supplier shall not suspend the supply of Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 17.
- 5.6 The supplier does not offer part payment facilities, all services are to be paid for in advance of services being provided.
- 5.7 The confirmation of order and/or invoice from the Supplier is subject to these terms and conditions and no refunds for cancelled orders will be made.

## **6 Premises and equipment**

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools, and vehicles brought onto the Customer's premises by the Supplier of the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier,) the Supplier shall vacate the Customer's premises, remove the Supplier's equipment, and leave the Customer's premises in a clean, safe, and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier (but not the Customer's animal,), other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on

reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.

6.4 The Supplier shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.

6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all health and safety and applicable laws.

## **7 Customer Obligations**

7.1 The Customer will ensure that all data capture and Agreement forms are completed.

7.2 The Customer will ensure any relevant information on their animal is provided before services are provided whether or not this is included in the data capture agreement.

## **8 Assignment and subcontracting**

8.1 The supplier shall not without the written consent of the Customer, assign, subcontract, novate, or in any way dispose of the benefit and/or the burden of the Agreement or any part of the Agreement.

8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the customer, send copies of each subcontract to the Customer as soon as it is reasonably practicable.

## **9 Customer Indemnity**

9.1 The Customer will indemnify the Supplier against any losses incurred as a result of any lack of disclosure of relevant facts concerning their animal or premises.

## **10 Supplier Indemnity**

10.1 The Supplier shall carry professional indemnity insurance at all times

## **11 Confidentiality, Transparency, and Publicity**

11. Subject to clause 11.2, each Party shall:

- 11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly, and not disclose it to any other person without the prior written permission of the disclosing Party; and
  - 11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.
- 11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:
- 11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
  - 11.2.2 to its auditors or for the purposes of regulatory requirements;
  - 11.2.3 on a confidential basis, to its professional advisers;
  - 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
  - 11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and
  - 11.2.6 where the receiving Party is the Customer;
    - (a) on a confidential basis to the employees, agents, consultants, and contractors of the Customer;
    - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
    - (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the eCustomer under this clause 11.

## **12 Protection of Personal Data and Security Data**

12.1 The Supplier shall, and shall procure that we shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.

12.2 Notwithstanding the general obligation in clause 12.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:

12.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data,) as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;

12.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;

12.2.3 promptly notify the Customer of:  
(a) Any breach of the security requirements of the Customer as referred to in clause 12.3; and  
(b) Any request for personal data; and

12.2.4 ensure that it does not knowingly or negligently or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

12.3 When handling Customer data (whether or not Personal Data,) the supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

### **13 Liability**

13.1 The Supplier shall not be responsible for any injury, loss, damage, cost, or expense suffered by the Customer if and to the extent that it is caused by negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

13.2 Subject always to clauses 13.3 and 13.4:

13.2.1 The aggregate liability of the Supplier in respect of all default, claims, losses, or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence,) breach of statutory duty or otherwise shall in no even exceed a sum equal to 100% of the Charges paid or payable by the Supplier; and

13.2.2 In no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) Loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special, or consequential loss or damage

13.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

13.3.1 death or personal injury caused by its negligence or that of its Staff;

13.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

13.3.3 any other matter which, by law, may not be excluded or limited.

### **14 Force Majeure**

14.1 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result

from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period or more than two months, either Party may terminate the Agreement by written notice to the other Party.

## **15 Communications**

- 15.1 Email, WhatsApp, Mobile Text, and Meta Platforms (such as Facebook Messenger and Instagram) will be an acceptable form of conducting business.

## **16 Compliance**

- 16.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the supplier in the performance of its obligations under the Agreement.

- 16.2 The Supplier shall:

16.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and

16.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

- 16.3 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

- 16.4 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions as provided to the Supplier from time to time.

16.4.1 the Official Secrets Acts or 1911 to 1989; and

16.4.2 Section 182 of the Finance Act 1989.

## **17 Dispute Resolution**

- 17.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 17.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to the clause in 17.1, the dispute may by agreement between the Parties be referred to a neutral advisor or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 17.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## **18 General**

- 18.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences, and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 18.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 18.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 18.4 The Agreement contains the whole agreement between the parties and supersedes and replaces any prior written or oral agreements, representations, or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 18.5 Any waiver or relaxation either party, wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a

breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

- 18.6 The Agreement shall not constitute or imply any partnership, joint venture, agency fiduciary relationship, or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 18.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 18.8 If any provision of the Agreement is prohibited by the law or judged by a court to be unlawful, void, or unenforceable, the provision shall to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

## **19 Notices**

- 19.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 19.3, e-mail to the address of the relevant Party set out in the Award Letter or such other address as that Party may from time to time notify to the other Party in accordance with the clause:
- 19.2 Notices under clause 14 (Force Majeure) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 19.1.

## **20 Governing Law and Jurisdiction**

The validity, construction, and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.