

## **Dog Mum Mindset Ltd®**

### **Terms and Conditions**

This is an offer to enter into a contract with Dog Mum Mindset Ltd (“Dog Mum Mindset Ltd” or the “Company”) for the participation of yourself (“the User”) in the Programme, Course, Master-class, Resource, Coaching or any other service (“Programme”). You agree that entering your information in return for a Programme (“the Sign Up” or “Signing Up”) means you will have voluntarily entered into a legally binding contract with Dog Mum Mindset Ltd.

Please email [contact@dogmummindset.com](mailto:contact@dogmummindset.com) if you have any questions.

*By Signing Up to a Programme, you agree that your participation in the Programme will be governed by the following Terms and Conditions:*

#### **Programme Specific Agreement**

The Programme Specific Agreement will be the details of what is included and stated on the Programme Sign Up webpage, online payment page, appointment booking page, or otherwise communicated with the User in writing via email. The User acknowledges that they have completed all prior reading and any additional research and understands and agrees to what is being provided by and what is not being provided by Dog Mum Mindset Ltd in the Programme.

#### **Non-Disclosure and Intellectual Property**

All rights are reserved by Dog Mum Mindset Ltd, and all intellectual property belongs to Lauren Hewitt-Watts and Dog Mum Mindset. Upon payment for any service, Dog Mum Mindset Ltd grants a single-use, non-exclusive, non-transferable, revocable license to the purchased service content. The User understands that enrolling in the Programme is a way of obtaining knowledge from the Company, including but not limited to online courses, verbal advice, training guidance, written templates, modules, technical information, education, and/or other information that may have become available for use through User’s participation in the Programme. The User understands and acknowledges that this information is not to be shared with others who have not participated in the Programme, under any circumstance.

The User will agree not to share, copy, download, or in any other way distribute any information from any part of any Programme, and agrees that they will violate the Terms and Conditions if they repurpose or copy any of this content as part of their business or product for sale. Dog Mum Mindset Ltd will seek legal action if this is found to be the case or for any any other infringement on copyright or intellectual property.

#### **Payments**

Payments will be made in advance.

If the User decides to choose a Payment Plan, then they must abide by the monthly payments which will be automatically deducted from the payment card given at the start each month. Any Programmes which are under a Payment Plan will be clearly stated as “Payment Plan” on the Programme Sign Up page and checkout.

Should the User fail to make payments in a timely manner, or if their payments cannot be processed, then they understand that they will forfeit the course if payment is not made 7 days after it is due.

If the User does not wish to continue with the Programme, payment is still required in full if the User is on a Payment Plan. If payment is not made in full, then the Company reserves the right to cancel the access to the programme and seek payment owed.

By paying for the Programme, the User acknowledges that they are making a commitment to pay the Company in exchange for the privilege of participating in the Programme.

## **Free Resources**

The User is legally bound by these Terms and Conditions if they Sign Up for any Free Resources, including but not limited to courses, masterclasses, podcasts, PDFs.

## **Subscription Agreement**

Any programmes which are provided on a subscription basis will be clearly labelled as a “Subscription” prior to the User’s purchase.

The User understands and agrees that continued access to the Subscription Product, Programme, Course or other requires recurring monthly or yearly payments, as stated when the Programme is purchased. These payments will be made by the User on the day of the month or year on which they signed up.

By electing to purchase a Monthly Subscription Programme, and agreeing to these Terms and Conditions, the User understands that they will be automatically charged each month, for the amount that was agreed on purchase. This will be via the same card or manner in which the initial payment was made, for the following month of access. This process will repeat each month unless and until User properly cancels his or her membership.

By electing to purchase a Yearly Subscription Programme, and agreeing to these Terms and Conditions, the User understands that they will be automatically charged each year, for the amount that was agreed on purchase. This process will repeat each year unless and until User properly cancels his or her membership.

The User can *cancel their subscription* via their User Log In. Due to the set up of the technology, cancellation by the User will immediately remove access to the member’s area. If the User wishes to have the full month’s access, they can also email [contact@dogmummindset.com](mailto:contact@dogmummindset.com) to cancel (for example, if the User paid for a monthly subscription on the 5th May for the next month, and cancels on 6th May, their access to the Online Programme will be automatically removed so they must contact the Company for the access to the Programme until 4th June). If emailing, cancellation will be confirmed within 5 working days. If the User wishes to cancel his or her membership, they must do so more than 24 hours before the charge is scheduled to withdraw. Any requests for cancellation made less than 24 hours before the automatic renewal is scheduled to charge User’s card, or made subsequent to the charge, will take effect the following month.

## **Cancellation Policy**

A cancellation can be made within 14 days providing the User has not accessed the Programme in any way, including but not limited to the digital course, 1:1s, contact days, access to the Facebook Group. In most cases, access is instant, in which case the User forfeits the right to cancellation. Dog Mum Mindset Ltd is able to check whether any digital part has been accessed and therefore whether the cancellation policy is valid.

In the event of a cancellation, the User must contact the team at [contact@dogmummindset.com](mailto:contact@dogmummindset.com) within the first 14 days of purchase before accessing any parts of the programme. Refunds will be reimbursed within 30 days of receipt of the email.

The User understands that when a refund is issued as part of the Cancellation policy, they will forfeit access to the whole Programme; including but not limited to the course, community, group call, 1:1s, contact days, and anything else included within the Programme.

The User can request a refund of the digital part of the programme within 14 days if the programme they have bought is incompatible with their device and therefore they have been unable to access it. The Company may first offer advice as to how to fix the problem, and require evidence as to the problem. Dog Mum Mindset uses third party developers to provide their content, including but not limited to Google Drive, YouTube, and Vimeo and as such any digital content will require a desktop, laptop, tablet or smart phone to view. Dog Mum Mindset is not liable for any content that causes any problem with your device. Please note that the full cost will not be refunded in this case if any extra work such as 1:1s is conducted during this time.

## **Refund Policy**

Dog Mum Mindset Ltd wholly believes in the success of their Programmes, therefore refunds are not given for any part of the Programme once the User has purchased and accessed the Programme (unless otherwise agreed in writing with the Company prior to participating).

If the User believes they have grounds for a refund, they can contact Dog Mum Mindset Ltd. Any refunds are in accordance with the user's statutory rights.

Due to the subjective nature of the Programmes, Dog Mum Mindset Ltd cannot offer any guarantees of results due to the motivation, health, external forces, availability, dog's previous learning history, handling skills, level of engagement in the Programme, personal circumstances and other reasons.

## **Confidentiality**

Information may be given by the User directly to the Company via a Questionnaire, WhatsApp Message, 1:1 call or other means of communication. This will not be shared with anyone else unless permission is given by the User. Testimonials which are made public by the User may be shared by the Company.

Any information sent by the User, including but not limited to videos, audio, text via Whatsapp may not be saved or stored by the Company outside of being accessible via the app. Therefore, the User must ensure they keep their own copy if they wish to.

## **Voluntary Participation and Indemnification**

The User understands that participation in the Programme is entirely voluntary and they are solely responsible for all outcomes and results. Dog Mum Mindset Ltd, Lauren Hewitt-Watts and Kate Carling are in no way liable for any losses, costs, liabilities, and expenses (including legal fees) should the User or dog sustain any injuries, accidents, or harm to themselves or others in any way by partaking in this Programme. The User agrees that they are fully responsible for themselves and their dog, and that the decision to take part in any strategies or information in the Programme is solely the responsibility and discretion of the User.

The User agrees at all times to defend, fully indemnify and hold Dog Mum Mindset Ltd, Lauren Hewitt-Watts and Kate Carling and any other party associated with Dog Mum Mindset Ltd harmless for all personal injury and damage to property and any other losses, costs, liabilities, and expenses (including legal fees) whilst signed up for any Programme. The User agrees to make any other third party who they may include in any Programme aware of this when participating.

## **Veterinary Referral**

A Veterinary Referral is required for specific Programmes as per the Association of Pet Behaviour Counsellors (APBC) Code of Conduct which will be made clear prior to Sign Up. The relevant forms and information will be provided to the User as part of the Programme and in the Programme Sign Up Page or via email.

If this is refused by the User or the Veterinary Surgeon, and/or the User is unable to use a Veterinary Surgeon who will complete the referral, then the Company can limit the programme so that it is delivered to ensure they meet the APBC guidelines, including but not limited to any 1:1 calls, video consultations, contact days, video analysis. The Company may share a summary to the Veterinary Surgeon if required which does not disclose any sensitive information from the User.

## **Insurance**

Programmes are not specifically to be claimed under pet insurance. However, as Dog Mum Mindset Ltd has an Animal Behaviour and Training Council Registered Clinical Animal Behaviourist (Lauren Hewitt-Watts) creating, working on and over seeing all Programmes, some behaviour work may be covered by pet insurance providers. The Programme may be claimed for in full or part. Payment must always be made directly to in advance and the User will claim back from the insurers.

It is the User's responsibility to update the insurers as appropriate as to the Programme details. The User must inform the Company of any specific extra information that is required, such as a claim form, summary of sessions, referral form.

Unless otherwise stated in the Programme Details, an administrative fee of £25 or as otherwise agreed will be charged for insurance administrative work. Dog Mum Mindset Ltd cannot guarantee that the insurance paperwork will allow for a claim and so it is the responsibility of the User to discuss with the insurers prior to making payment.

If the insurers will not pay for a claim, the User agrees not to ask for any monies back from Dog Mum Mindset Ltd.

## **Financial Responsibility**

The Company has made every effort to accurately represent the Programme and its potential. Every individual's success depends on many factors, including his or her background, dedication, desire, motivation, and the nature of the business in which he or she is engaged. By making payment, the User represents to the Company that payment of their fee will not place a significant financial burden on them or their family and that any decisions or actions they take in response to advice or information acquired in the Programme, and their consequences, are their sole responsibility.

## **1:1 sessions (If Provided with the Programme)**

If the User does not attend an scheduled 1:1 session when agreed, they agree to forfeit or pay additionally for subsequent sessions. If the User needs to cancel or reschedule the 1:1 session, they must give 2 working days notice otherwise the session may be forfeited, and are aware that rescheduling is on the discretion of the Company and their availability. If the Company needs to reschedule, they will make every effort to inform the User beforehand and reschedule for a time appropriate for the User. An alternative service may be offered in place of the 1:1 if appropriate.

The Company will provide times and days the 1:1 will be booked. The Company will offer times and dates so that Users of the Programme are able to book a session; however, it is the User's responsibility to ensure they schedule in time to allow for this session. No weekend or Public Holiday sessions are available and evening sessions are very limited and at the Company's discretion only.

Any questionnaires or forms that the User is required to send back must be returned 24 hours before the session.

The length of the session is 30 minutes or as otherwise with in the Programme Specific Agreement. If the session extends significantly past this time, the Company may charge the User for the extra time. The User will be informed and given the option at the time if this is the case.

It is the User's responsibility to ensure that they book a session when they will be available for the full time.

ALL 1:1 support (including but not limited to video consultations, phone calls, WhatsApp support, email support, Contact Days) must be started within 1 month of signing up to the Programme, and completed 1 month after the end of the Programme. As an example, a 3 month Programme must be started by Month 2, and must be completed by the end of Month 5.

## **Messaging Days (If provided with the Programme)**

The User may have the ability to submit questions as a Messaging Day (also known as a Contact Day, Contact Point, or otherwise described in the Programme), normally via WhatsApp or email. Further details will be within the Programme Specific Agreement. There will be specific dates where feedback will be given and it is the User's responsibility to send in the information for feedback. This is subject to a fair use policy. Messaging Days must be used within the time frame of the Programme or time they have been booked for.

If the User does not send in their check in for the specified dates, the Company will not send any feedback for that week, or any feedback outside of the specified dates to protect the time of Users on other programmes.

If the Company needs to reschedule a Messaging Day, they will make every effort to inform the User beforehand and reschedule for a time appropriate for the User. An alternative service may be offered if appropriate.

## **Online Elements**

The Company reserves the right to change, alter or rename online elements as required, and release resources to the User on a time frame that appropriate to the Programme.

The User understands that they may be offered to move into a different, more supported Programme if the Company believes this will be a better fit for the behaviour issue. The User understands that they will be an additional fee for any programme which involves 1:1 support and will be made fully aware of this prior to accepting. The User understands any limitations if they not choose to move to the suggested Programme.

## **Group Sessions**

Group sessions include any calls, live trainings, masterclasses, webinars or any other method which involves a group element of live learning. Sessions may or not be recorded or saved for later viewing. Users must be aware that these sessions may have their comments, audio, visual or any other input available afterwards, and be aware that recordings of any Sessions will be made available to other Users as required.

Users can opt out of live group sessions if they wish without this having a bearing on the amount they have paid for the programme, and with the understanding that any non-recorded live sessions they opt out of will not be provided to them.

Group Sessions are subject to the Company's availability and can be rescheduled or changed at any time.

## **Social Media and Community Access**

The User may be granted access to a private group or community on social media/other format as a bonus to the Programme. The User agrees to be polite and respectful, and to agree to never share photos, screenshots, or copies of any information outside the group. The User can be removed at any time if any offensive or negative comments are made, to protect other Users within the community.

If the User makes any false, damaging or disparaging remarks about the Programme or within the comments or community, or in the wider community (including but not limited to social media or online reviews), the Company reserves the right to remove the User from the community. If any such remarks are found whilst a User is within a Programme, the Company reserves the right to cancel access to the Programme.

### **Training Tools**

The following items are NOT permitted as part of any training plan: choker chains/check chains; electronic training collars including citronella; any other device that causes pain, discomfort or fear to the animal, prong or pinch collars; any other equipment that the Company deems detrimental.

### **Company Availability**

The User will be informed as far as possible as to of any out of office periods that will affect the User directly, via email or other communication. The User understands that during this time, the Company will not be available through any channels of contact during this time; including and not limited to Facebook, Whatsapp, phonecall, text, email or any other form of contact.

### **Complaints**

Dog Mum Mindset Ltd aims to resolve any complaints or disputes informally and in good faith. If a resolution cannot be initially achieved, then a more formal process of our Complaints Procedure will be used where the User will be required to provide evidence and documentation of the complaint and a final response letter will be issued.

### **User Behaviour**

The Company is committed to providing all Programme participants with a positive and productive experience. The User agrees that the Company, at their sole discretion, may limit, suspend, or terminate the right to participate in the Program without forgiveness of any previous payments if they become disruptive or difficult to work with, fail to follow Programme guidelines, or if their behaviour impairs the ability of any instructors or fellow participants to participate in the Programme.

### **Law and Jurisdiction**

These terms and any claim or dispute arising in relation to any purchase will be governed by English law. The User agrees that the courts of England shall have exclusive jurisdiction to settle any such claim or dispute. Dog Mum Mindset Ltd make no guarantees that the Programmes will be suitable or correct for any other jurisdictions.

*By completing the Sign Up process of a Programme, the User agrees that they have carefully read, understand and agree to the Terms and Conditions.*