

INTRODUCTION:

Thank you for your interest in booking Xtra Dog Training for a workshop or training course.

This agreement sets out the terms and conditions under which we run workshops with other trainers, organisations or companies.

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Booking”	means a booking contract (made as set out in this Agreement) for a Workshop or Training Course;
“Booking Form”	means the booking form made available by Us to You containing details of the particular Workshop and the Event, including the start and finish times of the Workshop; or the Booking details and confirmation in writing between us;
“Business”	means any business, trade, craft, or profession carried on by You or any other person/organisation;
“Business Day”	means Monday to Friday inclusive excluding bank and public holidays in England;
“Business Client”	means any person who books a Workshop/Training Course wholly or mainly for the purposes of any Business;
“Data Protection Legislation”	means the Data Protection Act 1998 and the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) as amended or replaced from time to time;
“Deposit”	means the deposit amount stated in the Booking Form, being on account of the Fees;
“Event”	means any event arranged by You taking place at Your Premises at which We provide the Workshop/Training;
“Fees”	means the total amount (calculated on the basis of Our Prices) payable for the Workshop;
“Workshop/Training”	means provision of a particular workshop/training course (on a date, at a time and for an agreed period of time) comprising the training of the number of people and/or dogs specified;
“We/Us/Our”	means, jointly and severally, all of the trainers working as part of Xtra Dog Training;
“You/Your”	means the person to whom We agree to provide the Workshop/Training Course; and
“Your Premises”	means the premises identified in the Booking Form or Booking Confirmation at which the venue for the Workshop (where We are to provide the Training) is situated being any premises which You arrange to make available for the Workshop.

1.2 Unless the context otherwise requires, each reference in this Agreement to a Clause or sub-Clause is a reference to a Clause of this Agreement;

- 1.3 The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement;
- 1.4 Words signifying the singular number shall include the plural and vice versa;
- 1.5 References to any gender shall include the other gender;
- 1.6 References to persons shall include corporations; and
- 1.7 References to "writing", and any similar expression, includes letter by post or hand, and electronic communications whether sent by e-mail, fax, text message, or other means.

2. Booking Procedure

- 2.1 We will not reserve or guarantee any particular time/date slot until it is agreed in writing.
- 2.2 You may make a booking enquiry by phone, in writing or by completing the enquiry form on Our website outlining the Workshop/Training required and the date and place of the Event concerned. When We receive Your enquiry, We will respond to let You know provisionally whether We are able to provide the Workshop that You require on the date, at the time, and at the place required, We will also advise You of the Fees payable based on the information You have given Us, and We may ask you to complete a Booking Form which we will provide.
- 2.3 If You would then like to proceed to make a Booking, You must within seven Business Days after We have responded to Your enquiry, confirm the booking and fully complete and return/submit the Booking Form to Us if requested.
- 2.4 You are responsible for making sure that the information provided to Us or on the Booking Form is accurate and complete. If You provide Us with inaccurate or incomplete information, We will not be liable for any delay, non-performance or incorrect performance caused by Your failure to provide us with accurate and complete information.
- 2.5 By confirming a booking with Us, You confirm that You accept, and agree to be bound by, the terms and conditions of this Agreement.

3. Fees and Payment

- 3.1 You must pay the Fees for a Workshop that We fully and correctly provide to You.
- 3.2 You may pay Us the Fees for the Workshop using any of the following methods:
 - 3.2.1 Cheque, BACS, CHAPS or International Bank Transfer (You are responsible for any exchange rate or transfer fees);
- 3.3 We may alter our prices without prior notice, but if any prices increase between the time when You make a Booking and the date of the Workshop, the price increase will not apply to You and the Fees will therefore not increase for the Workshop on that date.
- 3.4 All prices for a Workshop quoted are shown exclusive of VAT and VAT is not applicable.
- 3.5 If You state anything in the Booking Form which We were not aware of when We previously quoted the amount of Fees payable and We decide that it necessitates altering that Fee quote, We will advise You of the revised Fee amount and ask You whether You still wish to proceed. Unless You confirm in writing that You do wish to proceed and pay the revised Fee amount, We will not accept the Booking.
- 3.6 The fees quoted are based on a fixed daily rate and exclude expenses.

- 3.7 Expenses incurred by Us will be added to Our Fees. Potential expenses include but are not limited to: travel (including flights, mileage, parking, tolls, train fares, ferries and any other related travel expenses), accommodation, subsistence, payment charges, visas and work permits.
- 3.8 Any expenses incurred by You are Your responsibility and will have no impact on the Fees paid to Us.

4. Cancellation of the Event

- 4.1 If, at any time after You pay Us all Fees in advance for the Workshop, You cancel the Workshop without giving Us the prior notice that We require to be given as follows, We will be entitled to keep some or all of those Fees as follows.
- 4.2 You may cancel the Workshop without charge if You give Us at least 14 days prior notice of the cancellation. If You do so We will not invoice for our Fees.
- 4.3 If You give Us prior notice to cancel the Workshop but do not give Us at least 14 days prior notice of cancellation of the Workshop, We will be entitled to charge You for any net financial loss that We suffer due to Your cancellation. For the purpose of this sub-Clause 4.3, Our net financial loss will include any loss arising from Our declining a third party booking We could have accepted but for Our acceptance of Your Booking

However, the cancellation charge will be limited to an amount equal to:

- 4.3.1 100% of the total Fees for the Workshop where that prior notice is less than 2 days;
- 4.3.2 50% of the total Fees for the Workshop where that prior notice is more than 2 days but less than 7 days;
- 4.3.3 25% of the total Fees for the Workshop where that prior notice is more than 7 days but less than 14 days;

We will be entitled to deduct that charge from any sum(s) You paid in advance for the Workshop, and We shall refund any balance to You. Where the charge under this sub-Clause exceeds any such sum(s) paid in advance, You will be liable to pay Us the difference within 7 days after You give Us prior notice to cancel the Workshop.

- 4.4 We may cancel a Booking at any time before the time and date booked for the Workshop in the following circumstances:
 - 4.4.1 An event described in sub-Clause 7 below occurs and continues for more than 7 days; or
 - 4.4.2 You have not paid all of the Fees due and payable by that time. In that case, You will remain liable to Us as if, and to the same extent as You would be liable, if You had cancelled the Booking under sub-Clause 4.3 at the time We cancel under this sub-Clause 4.4.2;

If We cancel the Workshop in such circumstances We will have no liability except as follows.

Where that cancellation occurs at least 14 days before the time and date booked for the Workshop, then, We will refund to You in full the Fees You have paid Us for the Workshop less any costs We have incurred which We cannot reasonably save or recover (examples of which may be, but are not limited to pre-booked travel expenses or marketing expenses).

- 4.5 Prices for Bookings are subject to change from time to time but We will try to give You as much prior notice as possible of any such changes.
- 4.6 We may immediately terminate provision of the Workshop if:

4.6.1 any act or omission or conduct of any person at the Event in Our opinion renders it unreasonable for the Workshop to continue or it amounts to Your breach of this Agreement; or

4.6.2 the venue is outdoors, and weather conditions make it unsafe, impracticable, or unsuitable to provide the Workshop outdoors and You do not have a suitable back up plan to use an indoor area at Your Premises.

You will not be entitled to any refund of all or part of the Fees for the Workshop not completed as a result in such a case.

5. Further Details of Our Obligations and Rights Relating to the Event

5.1 The following will apply to each Booking in addition to all details set out in this Agreement and in the Booking Form.

5.2 We will provide the Training:

5.2.1 with reasonable skill and care;

5.2.2 in accordance with all applicable statutory and regulatory requirements;

5.2.3 in accordance with the description of the particular type of Workshop required as agreed; and

5.2.4 in a format and with content which We decide unless We specifically provide confirmation in writing before the Booking is made of any particular format and/or content in which case We will provide the Workshop in accordance with that confirmation.

5.3 We will ensure that We are covered by public liability insurance cover in the UK for the provision of the Workshop and this will be at Our expense.

5.4 You must ensure that adequate and appropriate insurance cover is in place for Workshops which take place outside of the UK and this will be at Your expense.

5.5 We will provide all equipment for the Workshop except for any items agreed as items to be provided by You.

5.6 We will be responsible for the removal of all equipment and other things which We bring to Your Premises but not for any other items or for cleaning or tidying up any part/s of Your Premises after the provision of the Workshop.

5.7 We may hand out business cards, or other promotional materials at the Workshop to any attendee who requests contact or other information.

5.8 We may sell training equipment from our range and are not required to pay to you any royalty or commission on these sales. Sales made by Us will not be taken as payment in part or whole of our Fees by You.

5.9 We will only make the Event available to a "Business Client" (as defined in Clause 1 above), and Your completion of a Booking Form or Booking Confirmation will be deemed to be Your confirmation that You are a "Business Client".

6. Your Obligations

You must ensure that:

6.1 Your Premises are safe, of sufficient size, and are otherwise suitable for the Workshop, have any necessary licenses and permissions, and have adequate security and supervision, for the purposes of the Workshop.

6.2 Your Premises are available for the Workshop on the date and time of the Event as set out in the Booking and that Your Premises are ready for Us to set up at the agreed set up time;

- 6.3 Where the venue at Your Premises for the Workshop is outdoors, You have a back up plan to use an indoor area at Your Premises where weather conditions make it unsafe, impracticable or unsuitable to begin or continue the Workshop outdoors;
- 6.4 You are present from the Arrival Time stated in the Booking Form until the end of the Event;
- 6.5 the venue is empty of attendees and that any PA system or other equipment which was agreed to be provided by You is available, set up and working for a period of at least 60 minutes up to the Start Time of the Workshop. You accept that, as a consequence, sound may be audible in rooms at Your Premises adjacent to the venue;
- 6.6 the following are available for Us at Your Premises for the purposes of the Workshop:
 - 6.6.1 such facilities and utilities as We may reasonably require, including a power supply no more than 15 feet from Our set up location comprising two 13-amp circuit outlets from a reliable power source along the wall of the workshop area free of all other connected loads.
- 6.7 If You or any other person (other than Us) at Your Premises negligently causes damage to equipment or other property belonging to Us, You must reimburse Us for the cost of repairing/replacing the equipment or property up to a maximum total amount of £5,000 for all items;
- 6.8 You do not, and You do not permit any person at the Event to record, reproduce, or transmit from the venue, in any manner or by any means whatsoever any of Our Workshop, unless and except as We may expressly agree in writing;

7. Events Beyond Our Reasonable Control

- 7.1 We will not be liable for any failure or delay in performing Our obligations under the contract resulting from any cause beyond Our reasonable control.
- 7.2 If any event described under sub-Clause 7.1 occurs that does or is likely to adversely affect Our performance of any obligations under the contract, We will try to inform You as soon as is reasonably possible, Our obligations will be suspended when the event occurs and any time limits that We are bound by will be extended accordingly. We will inform You when that event is over and may suggest an alternative date and time when We can make the Workshop available.

8. Limitation of Liability

- 8.1 Nothing in this Agreement is intended to or will exclude or limit Our liability to You for:
 - 8.1.1 death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or
 - 8.1.2 fraud or fraudulent misrepresentation.
- 8.2 Subject to and except for any liability within sub-Clause 8.1, We shall not be liable whether in contract, tort (including negligence) or for breach of statutory duty, or in any other way for any of the following:
 - 8.2.1 direct, special, indirect or consequential loss, damage, cost, expense or other claim of any of the following types, whether it is actual or anticipated: income, sales, revenue, business, business opportunity, business interruption, profit, contracts, savings, publicity, advertising, reputation, goodwill, management time, or wasted expenditure; or

- 8.2.2 special, indirect or consequential loss, damage, cost, expense or other claim which is not within sub-Clause 8.2.1.
- 8.3 Subject to and except for any liability within sub-Clause 8.1, and without prejudice to the exclusions of liability under sub-Clause 8.2, where we are liable to You for any amount(s), Our maximum liability to You whether in contract, tort (including negligence) or for breach of statutory duty or in any other way shall not in any circumstances exceed in aggregate for any and all (negligent or other) acts or omissions in connection with the contract whichever is the greater amount, either:
- 8.3.1 £25; or
- 8.3.2 an amount equal to the total Fees payable and/or paid for the Booking.
- 8.4 We will not be liable for any failure to provide or delay in providing a Workshop where such failure or delay is due to any cause beyond Our reasonable control.
- 8.5 Each of the various limitations and exclusions of liability set out in this Clause 9 shall be deemed to be cumulative.

9. Changes to Terms and Conditions

We may from time to time change the terms and conditions of this Agreement without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

10. How We Use Your Personal Information (Data Protection)

- 10.1 For the purposes of this Clause 10, "personal information" means any personal data or other personal information relating to You or any third party (including personal information relating to persons who will attend the Event).
- 10.2 To the extent that You provide us with any personal information, You warrant that that personal information is accurate and complete and that We will not, by processing that personal information for the sole purpose of administering the Booking and providing the Workshop, break any applicable law or regulation.
- 10.3 In so far as administering, arranging the Booking or providing the Workshop for You involves Us in collecting, using, or holding or otherwise processing any personal information obtained from You which is personal data, We shall only do so with Your express consent and in accordance with any lawful instructions reasonably given by You from time to time, and the provisions of the Data Protection Legislation and Your rights under that Data Protection Legislation and this Agreement.
- 10.4 We may use personal information as follows:
- 10.4.1 to administer or arrange Your Booking and the Workshop for You or to offer or provide the Workshop to You;
- 10.4.2 to process Your payment for the Workshop;
- 10.4.3 We will not pass on Your personal information to any third parties without first obtaining Your express permission.

11. Miscellaneous

- 11.1 No failure or delay by Us or You in exercising any rights under this Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of this Agreement means that We or You will waive any subsequent breach of the same or any other provision.
- 11.2 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of

this Agreement and the remainder of the provision in question shall not be affected.

- 11.3 You will not be entitled to set-off any sums in any manner from payments due to Us in respect of any claim that You may have against Us at any time under a contract or any other agreement between You and Us.
- 11.4 Subject to the following, the contract will be personal to the parties. Neither Party may assign, sub-contract or otherwise delegate any of its obligations under the contract without the written consent of the other party, such consent not to be unreasonably withheld. We may perform any of Our obligations under the contract through suitably qualified and skilled sub-contractors. Any act or omission of such sub-contractor shall, for the purposes of the contract, be deemed to be Our act or omission.
- 11.5 Nothing in this Agreement shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the contract.
- 11.6 Subject to Clause 11.5 above, the contract shall continue and be binding on the transferee, successors and assigns of either You or Us as required.

12. Entire Agreement

- 12.1 The Booking Form/Booking Confirmation and this Agreement contain the entire agreement between the parties with respect to their subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.
- 12.2 Each party acknowledges that, in entering into the contract, it does not rely on any representation, warranty or other provision except as expressly provided in the Booking Form and this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

13. Law and Jurisdiction

- 13.1 This Agreement and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English Law.
- 13.2 Any dispute, controversy, proceedings or claim between You and Us relating to this Agreement (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England.