# Risk Assessment / Terms & Conditions

#### Canine behaviour and safety guidelines

To ensure the safety of all parties and minimise the risk of bites or hazardous situations, strict adherence to established protocols is required. These include the use of muzzles, safety gates, leads, and other appropriate equipment to prevent escapes or accidents.

When the dog is under the **direct supervision of the owner**, the professional cannot be held liable for incidents resulting from the failure to follow these guidelines. When the dog is under the **direct supervision of the professional**, appropriate training measures and safety practices are implemented to protect all parties. Insurance coverage is in place to provide legal and financial protection in such cases.

Under the provisions of the **Dangerous Dogs Act (1991)**, any dog considered to be out of control may face legal consequences. It is strongly recommended that clients obtain third-party liability insurance if they are not already covered.

#### Canine health and wellbeing

Behavioural issues are often linked to underlying health or welfare concerns. These services include an assessment of factors that may contribute to problematic behaviours, with advice provided to address potential health-related causes. Collaboration with relevant professionals, including veterinarians, physiotherapists, and behaviour specialists, may be recommended to ensure a comprehensive approach.

Specialists, such as **Dynamic Dog Assessors**, may also be consulted for gait analysis and holistic wellbeing assessments. By addressing potential health concerns, this approach enhances the effectiveness of behavioural management strategies and improves overall welfare, husbandry, and health outcomes.

#### Working with banned breeds

Activities involving banned breeds, including XL Bully dogs, will be insured from **15 February 2024** under **Pet Business Insurance (PBI)**. Until that date, such activities are not covered by insurance.

For work involving banned breeds, the following conditions must be met:

- Registration of the dog with the Index of Exempted Dogs (IED).
- Compliance with government-mandated conditions, including neutering, microchipping, lead use, and muzzling.
- Maintenance of a one-to-one handler-to-dog ratio during all activities.

Further details regarding requirements for these breeds are outlined in the **Pet Business Insurance** policy, available <u>here</u>.

## Client responsibilities and lifestyle

Although, we are aware of client privacy, we recommend providing full disclosure regarding relevant lifestyle factors and circumstances, as these can significantly influence advice and strategies. Transparency is essential for successful outcomes.

All key individuals involved in the care of the dog must understand and adhere to the strategies discussed. Active participation and long-term commitment are necessary to ensure the success of the behavioural intervention.

## GDPR and data protection

Personal data is collected and processed in accordance with the UK General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

- Data is collected for the sole purpose of service delivery and stored securely with client consent.
- Clients may request access to, correction of, or deletion of their data at any time.
- Consent for data use, including filming or photography, may be withdrawn at any time.
  Ownership of all recorded material remains with the professional, who retains discretion over its use.

All data is handled in strict confidence and will not be shared with third parties without explicit client consent, except where required by law.

## Vulnerable persons

The safety and welfare of vulnerable individuals in the household are a priority. The presence of vulnerable individuals within the household must be disclosed in advance. While protocols will be implemented to safeguard all parties, the professional cannot be held liable for the welfare of children or vulnerable adults during sessions. Appropriate supervision and support must be provided by the client in these instances.

- Vulnerable persons must be disclosed in advance.
- Supervision during sessions is recommended to ensure their safety.
- The professional cannot be held liable for the welfare of children or vulnerable adults but will adhere to safeguarding principles.

#### Environment

Clients are responsible for maintaining a safe environment for sessions. Clients are responsible for ensuring that the environment in which sessions take place is safe and free from hazards. This includes addressing potential risks such as fire hazards, slippery surfaces, and trip hazards. Adverse weather conditions or other environmental factors may necessitate adjustments to session plans.

A safety assessment may be conducted by the professional before or during the session to identify and mitigate risks.

- Hazards such as fire risks, slippery surfaces, or adverse weather conditions must be mitigated to ensure safety.
- The professional may conduct a brief safety assessment before each session to identify and address risks.

## Health, safety and conduct

A respectful and professional atmosphere is essential for productive sessions. All sessions must be conducted in a professional, respectful, and safe environment.

- The professional maintains a zero-tolerance policy towards aggression, inappropriate behaviour, or substance impairment during sessions or communications.
- Personal boundaries and professional standards must be upheld at all times by both parties.

• Any concerns regarding conduct or service delivery must be raised promptly for resolution.

The professional is not obliged to engage in social media interactions with clients or their family members and maintains the right to privacy in all personal matters.

Concerns about conduct or service delivery will be addressed promptly and sensitively. If required, were the professional may feel unsafe, they may leave the premises and emergency services may be informed in some circumstances.

## Ethical standards

The principles governing these services prioritise the well-being of all parties involved, with a focus on fostering strong relationships and employing choice-based practices rooted in positive reinforcement techniques. A collaborative approach is adopted, ensuring that the needs of both the dog and the owner are fully considered.

The use of **positive punishment, corrections, or aversive tools**—including, but not limited to, shock collars, choke chains, or prong collars—is strictly prohibited during all sessions. High standards of professionalism are maintained to ensure the highest quality of care, safeguard animal welfare, and maintain safety at all times.

While services are not contingent on a veterinary referral, referrals or recommendations to other professionals may be made when necessary to support behavioural or welfare outcomes. This may include veterinarians, trainers, or behaviourists who adhere to ethical practices aligned with these principles. Ethical guidelines are subject to continuous review to ensure alignment with best practices and emerging standards in the field.

Engagement with these services constitutes acknowledgement and agreement to uphold these ethical standards, promoting the positive development and welfare of the animals involved.

#### Fees, payment and non-payment

Invoices for services are issued by Wirral Canine Counselling and are payable upon receipt. Payment must be made within **7 days** of the invoice date unless otherwise agreed in writing. Non-payment may result in the suspension of services until the balance is cleared.

Non-Payment: If payment is not received within the specified time frame:

1. Services may be suspended until the outstanding balance is cleared.

- 2. A late payment fee of **£12.00** may be applied to overdue invoices.
- 3. For invoices overdue by **more than 30 days**, the outstanding balance may be referred to a debt recovery service or legal action may be pursued. Any associated costs incurred during the recovery process will be added to the outstanding amount.

Clients are encouraged to contact Wirral Canine Counselling immediately if they are unable to make payment within the agreed timeframe to discuss alternative arrangements.

## Rescheduling, cancellations and missed sessions

#### **Cancellation Notice Periods:**

- Cancellations made with more than **48 hours' notice** will not incur any charges.
- Cancellations made within 24–48 hours of the scheduled session may incur a charge equal to 50% of the session fee.
- Cancellations made with less than **24 hours' notice** or failure to attend without notice will result in the **full session fee** being charged.

#### **Rescheduling:**

- Sessions may be rescheduled without additional charges if a request is made more than 48
  hours before the appointment.
- Rescheduling requests made with less than **48 hours' notice** may be subject to the same fees as late cancellations.

#### **Professional Cancellations**

- If Wirral Canine Counselling needs to cancel or reschedule a session, clients will be notified at the earliest opportunity.
- In such cases, clients will be offered alternative dates or times, and no charges will apply.

#### **Missed Sessions**

• Failure to attend a scheduled session without providing notice (a "no-show") will be treated as a late cancellation and will result in the **full session fee** being charged.

## Force Majeure

Unexpected and exceptional events may allow one party to terminate the contract without any liability for damages. The professional cannot be held responsible for cancellations, delays, or disruptions caused by circumstances beyond their control, including but not limited to extreme weather, illness, government restrictions, or other unforeseen events.

• In such cases, the session will be rescheduled at the earliest mutually convenient time, and no charges will apply for cancellations caused by such events.

#### Termination of services

- Either party may terminate the agreement at any time by providing written notice. A cancellation fee may incur if termination of services is within **24 48 hours** of a pre-agreed appointment.
- The professional reserves the right to terminate services if the client fails to comply with these terms and conditions, including non-payment or breaches of conduct.

## Client consent

Engagement with these services constitutes acknowledgment and agreement to the terms outlined in this document. Clients accept responsibility for adherence to the protocols discussed during sessions and acknowledge their understanding of the risks, responsibilities, and obligations described.

By engaging with our services, you confirm that you:

- Have read, understood, and agree to the terms outlined.
- Accept the responsibilities, risks, and liabilities associated with canine behaviour and training.

Boarding policies and procedures overleaf.

Terms and conditions for period 1<sup>st</sup> April 2024 to 31<sup>st</sup> March 2025 (updated yearly)

# **Boarding Policies & Procedures**

**Intake Policies** 

Dogs from the Same Household

**Transportation Procedure** 

**Feeding Regimes** 

**Methods Policy** 

**Cleaning and Disinfection Procedure** 

**Prevention or Control of Spread of Disease** 

**Preventative Health** 

**Emergency Procedures** 

**Extreme Weather Policy**