

## TERMS OF SERVICE FOR OUR PROGRAMS

Hello and welcome to By Your Side Dog Training Coach! We're so happy you are here. These are our Terms of Service ("Terms") which apply to all clients of By Your Side Dog Training Coach [ABN 54673381990] ("we, us, our"). By using our Website and Services, you're agreeing to these Terms together with any other terms and conditions and policies we publish or link to (together an "Agreement"). If you do not agree, our Programs will not be available to you.

### Payments

Any special offers, gift codes or discounts need to be applied at the time of purchase; they can't be applied after the fact.

You also agree to pay any applicable currency conversion fees, or financial service provider fees where relevant. Where payments are made in instalments, you authorise us to deduct all accrued and outstanding fees from your credit card or debit card provided. You must ensure that sufficient funds are available in your nominated account to meet any withdrawals made by us on their scheduled due dates. Where payment is defaulted or not received, you authorise us to debit any outstanding funds from your nominated account, without the need for notifying you.

### Cancellations and Refunds

On occasion we may cancel a Program where we are no longer able to provide it. In these or similar circumstances where we have to cancel the whole Program we will provide you with a full refund. On occasion we may also need to change times or dates of sessions at short notice or even cancel parts of a Program. We will notify you as soon as possible of any changes. Otherwise, we will comply with the Australian Consumer Law in relation to refunds. (See below).

### Online Modules of the Program

You need to have adequate technology set up and internet access to participate in the Program.

- Every module will include homework to continue practising the skills you are learning and ensure continued progress.
- A part of this homework includes videoing some of your training sessions and uploading those videos to the private Facebook group for feedback.
- Please maintain the confidentiality of your login and password for your account.

### Safety

The safety of you and your dog are **your** priority. You are solely responsible for keeping your dog under effective control by adhering to the following:

- During your training you agree to keep your dog on lead at all times unless otherwise instructed by By Your Side Dog Training Coach.
- Avoid interactions that include, but restricted to dog-to-dog, dog-to-person (or whatever triggers your dog) as per the modules instruction.

## **Your Promises and Acknowledgements**

You acknowledge and agree that:

- that you have provided complete and accurate information to By Your Side Dog Training Coach and your dog is not deemed menacing or dangerous and does not have a bite history.
- we may refer any cases to another trainer that may be better placed to serve your needs.
- we provide coaching and instruction using force free methods only. Owners that persist in using harsh methods or punishment-based training will be asked to discontinue training with us.
- we may make recommendations of suppliers for various products or services e.g. pet food, leads etc. Whilst we aim to make good recommendations, if you purchase from the supplier that is a contract between you and the supplier, and we are not involved. Therefore, you must direct any product or service concerns, requests for refunds or other feedback to the supplier.

### **Conflicting training**

Training and behaviour modification require consistency, clarity, and patience. As such, during the duration of the Program with us, you must not work with any other trainers. Conflicting information and advice leads to confusion and no results.

### **No guarantees**

You acknowledge and agree that end results and progress made is solely dependent upon you as the owner by completing the online modules, submitting homework, following the advice provided by By Your Side Dog Training Coach, and participating in the Facebook group and group calls. Results will vary depending on your commitment, training consistency, and the response from your dog.

Consulting and opinions given by By Your Side Dog Training Coach, its owners and employees, on services outside of its core services (e.g. diet and nutrition, health, vaccines) are given on a purely personal opinion and experience basis and not as a professional consult. For any health concerns please consult your vet or canine nutritionist.

### **Acknowledgement in Relation to Marketing Material**

From time to time we may require images or video for promotional purposes such but not limited to press, advertising, brochures, editorials, website, marketing and information purposes, publications, exhibitions and professional awards across print or digital mediums, including our social media channels. These images will not be sold and will be used exclusively by and for By Your Side Dog Training Coach. As a condition of enrolment, your consent is implied.

Please note that by providing us with photos, videos, testimonials or your case study you assign copyright ownership to us. This includes all copyright and any other rights under the *Copyright Act 1968* and the right of reproduction either wholly or in part. If you provide content but subsequently want to revoke permission to use it, it is your responsibility to notify us immediately at [shona@bysdogtrainingcoach.com.au](mailto:shona@bysdogtrainingcoach.com.au). Please ask our prior written consent before any publication of information about us.

### **Acknowledgements you make in relation to privacy and confidentiality**

We endeavour to make our Program a safe and supportive environment. Please keep information shared during group sessions and in the Facebook groups confidential. Group sessions must not be recorded other than by By Your Side Dog Training Coach and will be used as resources and training purposes only within the platforms. Confidential Information you supply to By Your Side Dog Training Coach will not be disclosed without your express consent, except where required by Australian law.

You can find more information about how we handle personal information in our Privacy Policy. We want to remind you that while we encourage confidential communication, we cannot guarantee that the delivery of our Program and any Materials will be completely secure. We are committed to making every effort to maintain your privacy and confidentiality while accessing online technology, but there is always some degree of risk involved.

By Your Side Dog Training Coach sends emails as part of their marketing strategy. Should you not wish to receive mailings please notify us that you wish to unsubscribe, and you will be removed from our mailing list, or you can simply unsubscribe at the bottom of the latest email.

### **Posting rules**

We want our community to be a safe and respectful place for all participants. Do not post any content that could be deemed inappropriate or offensive, such as anything that is threatening or abusive. Do not post any content that is immoral, illegal, or that breaches the rights of any third party, including their intellectual property or privacy rights. Please also avoid posting content that impersonates others or misleads us or other participants.

Please keep in mind that you are responsible for the accuracy, completeness, and timeliness of all your posts. While we are not responsible for any of your posts or those of other participants, we reserve the right to edit or remove any content that violates our rules or is deemed objectionable.

By posting in our community, you grant us permission to use your posts for any purpose, and you waive any Moral Rights in those posts. We value your contributions to our community and appreciate your cooperation in maintaining a safe and respectful environment.

### **OTHER MATTERS YOU SHOULD BE AWARE OF:**

#### **We may change information on our Website**

Except as required by law, we may change Program information, promotions, and any other information on our Website.

## **We comply with the Australian Consumer Law for Refunds**

Our Programs come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel this Agreement with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

Except as required by law, we do not warrant the quality of the Program or warrant that it will meet your expectations, or provide refunds. We do not provide refunds for changes of mind, where you fail to provide us with adequate information, where you can no longer partake in part or all of an Program, or where you fail to comply with our instructions.

## **We can refuse your participation in our Program at any time.**

We may change, or stop providing our Program and website at any time. We may also stop you using our Website and Services, and disable your ability to purchase of our Programs and any account and revoke your permission to use any Materials if you breach this Agreement. We are not responsible to you for any changes, or if we suspend or stop our Programs.

## **INTELLECTUAL PROPERTY**

We own or have permission to use all the Intellectual Property Rights in our Materials. However, we're happy to give you permission to use our Materials for your personal use during the Program only. You can't use our Materials for any commercial purposes without our prior written consent. If you want to use our Materials for anything other than personal use, you'll need to get in touch with us at [shona@bysdogtrainingcoach.com.au](mailto:shona@bysdogtrainingcoach.com.au). We may ask you to pay a fee for these, and we'll need you to acknowledge our moral rights under the *Copyright Act 1968*. **You also must not allow any other people to use the Materials or your account, or to copy, duplicate, sell, re-sell or exploit the Materials in any way.**

## **RELIANCE ON ADVICE DISCLAIMER**

Sometimes the information in our Materials may not be 100% accurate. We always try to make sure that the information is correct, but sometimes there may be mistakes or differences of opinion. The advice may also be based on historical information or laws that have since changed. Because of this, we can't guarantee that the information we give is completely accurate or up to date. We also cannot guarantee the availability of our website. However, we promise to exercise due care in giving you the most accurate and useful information we can.

## **LIABILITY AND INDEMNITY**

To the maximum extent permitted by law, we are not liable for any Loss or Damage arising from your use of our Website and Services or any Programs purchased using the service, including, but not limited to, any errors or omissions, price changes or discontinued Programs, your reliance on any of our information, any visitor posts and content, any links to third party websites, any interruptions, any changes, suspension or termination of our Website and Services, our recording of any events, and changes to dates and times of Programs.

To the extent which we are entitled to do so, our liability under the Australian Consumer Law will be limited, at our option to:-

- the replacement of the Program or the supply of equivalent services; or
- the payment of acquiring an equivalent Program.

In any case, our liability to you will not exceed the amount actually paid by you to us for the most recent Program you have paid for.

You agree to indemnify us, and to keep us indemnified from any Claim arising out of or in connection with your breach of this Agreement, including, but not limited to where you provide incorrect information, any breach of the group session and posting rules, and any breach of our Intellectual Property Rights.

For the avoidance of doubt, we are not liable for any Loss or Damage suffered by you or your dog or anyone accompanying you, in connection with your participation in any Program. We are not responsible for damages or any costs arising out of such damage that any person or dog causes whilst training; the responsibility lies with the owner of the dog causing the damage or the person responsible for causing the damage.

#### **FORCE MAJEURE**

Where there is a Force Majeure Event, we will not be considered in breach of this Agreement, to the extent to which our obligations are unable to be performed by such an event. We will not incur any liability to you for any Loss or Damage of any nature incurred or suffered in connection with any Force Majeure Event.

#### **IF THERE IS A DISPUTE**

In the event of any dispute that cannot be resolved, both parties agree to obtain an independent professional arbitrator/dispute resolution specialist to make a determination on the dispute and each party agrees to pay their own costs. Both parties agree to keep all information confidential.

#### **OTHER**

This Agreement is to be construed in accordance with the laws of NSW, Australia, and you and we submit to the jurisdiction of the courts of NSW, Australia. This is the entire agreement between you and us, and supersedes any prior agreements, proposals and communications whether oral or written, between you and us. In the event of an inconsistency between the terms in this document, and other terms and conditions on our Website, these terms prevail. No other term is to be included in this Agreement except where it is required to be included by law. The failure by us to exercise any right, or enforce any provision in this Agreement does not waive the future operation of that right or provision. In the event that a provision in this Agreement is not enforceable, such provision shall be severed from this Agreement to the extent permitted by law, and the remaining provisions will remain in full force and effect. All obligations and liabilities in these Agreement survive termination of this Agreement.

#### **DEFINITIONS**

**Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010*.

**Agreement** means these terms, and the general website terms and conditions and all other terms and conditions and policies published or linked to on our website.

**Claim** means any claim, under statute, tort, contract or negligence, any demand, award or costs.

**Force Majeure Event** means any event beyond our control which prevents us from complying with our obligations under this Agreement, including but not limited to, a pandemic, act of God, such as fires, earthquakes, floods, war or hostilities, riots, strikes, disorder or acts or threats of terrorism, or electrical failures, changes to regulations, weather events, travel limitations, venue closures.

**Intellectual Property Rights** means all copyright, trademarks, design rights, patents, trade secrets and confidential information whether registered or unregistered.

**Loss or Damage** means any direct, indirect, incidental, punitive, special, or consequential loss or damages of any kind, including but not limited to, any loss of profits, revenue, savings, loss of data, loss of enjoyment, virus to systems, personal injury, death, animal injury and death, property damage and legal costs.

**Materials** means any of our Materials and any and all program and course materials, and anything provided to you during the course.

**Moral Rights** means any moral rights as defined under the *Copyright Act 1968*.

**Program** means online and in person services and programs including, but not limited to Reclaim Your Walks, mini-courses, challenges on Facebook and any other programs, and includes all Materials.

**We, us, or our** means Shona Christine Seymour t/as By Your Side Dog Training Coach [ABN 54673381990] and includes any of our directors, officers, employees, agents, partners, contractors.

**Website and Services** means [www.bysdogtrainingcoach.com.au](http://www.bysdogtrainingcoach.com.au) and everything available on this website including, but not limited to, all Online Programs.