



## *Terms and Conditions of Business*

### 1. Appointment

You appoint **Second Nature Behaviour Ltd** (Company No. 12424594), registered in England & Wales and whose registered office is Unit 55, 51 Pinfold Street, Birmingham B2 4AY (“**Second Nature Behaviour**” or “**We**”) as your provider of those animal behaviour counselling services selected on the Key Details Sheet (and any subsequent Key Details Sheets that we may send you if you select other services), details of which are set out in the Key Facts (the “**Services**”). The Services will start on the date set out on the Key Details Sheet (“**Start Date**”) and will continue until the appointment expires or is terminated in accordance with the provisions of these terms.

### 2. Second Nature Behaviour’s Obligations

In consideration of the payment of the fees detailed below, we shall use all reasonable endeavours to provide the Services and any further services agreed between us in writing from time to time.

We may, with your permission, allow one of our students to assist in your case and they may therefore be present on consultations and may take over your pet’s case if appropriate. However, they will be under our supervision, and we remain responsible for them.

### 3. Fees

3.1. You agree to pay us the fees set out on the Key Facts Sheet during the term of this Agreement or as may be agreed between us in writing from time to time.

3.2. If you fail to pay us in accordance with this Agreement, you shall also reimburse us for all reasonable expenses (including legal fees) incurred by us in collecting any unpaid amount together with default interest on late payments at a rate equal to 3 % per year above the base lending rate of the Bank of England from time to time.

### 4. Your Obligations

4.1. We will need certain information from you about your pet in order for us to provide the Services and for you to take specific steps, all as set out in the Key Facts Sheet. We accept no liability in the event that you suffer any loss due to inaccurate information regarding your pet or if you fail to take the recommended steps.

4.2. If you do not, after being asked by us, provide us with this information, or you provide us with incomplete or incorrect information or fail to take the necessary steps, we may make an additional charge of a reasonable sum to cover any extra work that is required, or we may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to us or have not taken the requested steps after we have asked. If we suspend the Services under this clause, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay any invoices we have already sent you.

4.3. We may provide you with advice regarding products for your pets; however, you will be responsible for purchasing such products on your own behalf and we accept no liability with regard to such products.

## 5. If there is a problem with the Services

5.1. In the unlikely event that there is any problem with the Services, please refer to our Complaints Procedure, which is available upon request and online through our website here: [www.secondnature.bio/complaints-procedure.pdf](http://www.secondnature.bio/complaints-procedure.pdf)

5.2. If you are a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

## 6. Copyright

If we provide you with manuals or other information, we or the third party author will own the copyright, design right and all other intellectual property rights of the product and any drafts, drawings or illustrations we make in connection with the Services for you.

## 7. Your 14-day 'cooling-off' right to cancel

7.1. If you decide to cancel the contract in line with your 'cooling-off' rights mentioned on the Key Details Sheet, you just need to let us know that you have decided to cancel. The easiest way to do this is to e-mail us at [info@secondnature.bio](mailto:info@secondnature.bio) or by post to Unit 55, 51 Pinfold Street, Birmingham B2 4AY. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or e-mail us before midnight on that day.

7.2. Unless you have already received part of the Services in which case we will deduct the amount due for them, if you cancel your contract we will:

7.2.1. refund you the price you paid for the Services; and

7.2.2. make any refunds due to you as soon as possible and in any event within 14 days after you inform us of your decision to cancel the contract.

## 8. Termination

8.1. Either party has the right to terminate this Agreement immediately at any time by giving written notice to the other party in the event that:

8.1.1. the other party commits a material breach of this Agreement which cannot be remedied or a breach capable of being remedied and fails to remedy the breach within twenty-one (21) days of a written request to do so; or

8.1.2. the other party is the subject of a bankruptcy order (if an individual) or becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors or if any of the other party's assets are the subject of any form of seizure, or the other party goes into liquidation, or a receiver or similar officer is appointed over the other party's assets.

## 9. Limitation of liability

9.1. Neither party shall be liable to the other in contract, tort (including negligence) or otherwise for any indirect loss of profits, business or anticipated savings, or for any indirect or consequential loss or damage whatsoever.

9.2. Nothing in this Agreement shall exclude or restrict either party's liability for fraud, death or personal injuries resulting from the negligence of that party or of its employees while acting in the course of their employment.

9.3. Subject to the preceding paragraphs of this clause, We do not compensate you for all losses caused by us or our Services:

9.3.1. We're responsible for losses you suffer caused by us breaking this Agreement unless the loss is:

9.3.1.1. Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).

9.3.1.2. Caused by a delaying event outside our control. As long as we have taken the steps set out in the section 12.6 'We're not responsible for delays outside our control'.

9.3.1.3. Avoidable. Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.

9.3.1.4. A business loss. It relates to your use of the Services for the purposes of your trade, business, craft or profession.

## 10. How we use your personal information and confidential information

We only use your personal information in accordance with our Privacy Policy and the Confidentiality Notice, which can be read online through our website here:

- Privacy Policy: [www.secondnature.bio/privacy](http://www.secondnature.bio/privacy)

- Confidentiality Notice: [www.secondnature.bio/confidentiality-safeguarding-notice.pdf](http://www.secondnature.bio/confidentiality-safeguarding-notice.pdf)

Please take the time to read our Privacy Policy and the Confidentiality Notice, as they include important terms that apply to you.

## 11. Animal Welfare

We do not endorse the use of physical punitive correction. Our welfare and protection policy is that any health or welfare issues found to be of concern whether these involve animals or persons sharing the same premises as you, risks to wider public or persons/children in other locations with whom the animal may be in contact with or close proximity to will be reported to the local government authority, RSPCA inspector, or local Police, where appropriate. Please see our Animal Welfare Policy for further details at [www.secondnature.bio/animal-welfare-policy.pdf](http://www.secondnature.bio/animal-welfare-policy.pdf).

## 12. Miscellaneous

12.1. Contacting us: You can e-mail us at [info@secondnature.bio](mailto:info@secondnature.bio) or contact us by telephone on 0121 299 0188 or by post to Unit 55, 51 Pinfold Street, Birmingham B2 4AY.

12.2. Waiver: If we fail or delay in exercising a right we have under this Agreement, it does not mean that we will not enforce it at a later date.

12.3. Entire Agreement: This Agreement contains the whole Agreement between the parties relating to its subject matter and supersedes all previous written or oral agreements relating to it.

12.4. Severance: If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect. The parties shall seek to amend such provision in such reasonable manner as achieves the intention of the parties without illegality.

12.5. Third Party Rights: No person who is not a party to this Agreement shall have any rights to enforce its provisions.

- 12.6. We're not responsible for delays outside our control: If our supply of your Services is delayed by an event outside our control such as strikes or pandemic or extreme weather, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact us to end the Agreement and receive a refund for any Services you have paid for in advance, but not received.
- 12.7. Sustainable business: We are a business that supports sustainability and the reduction of our impact on climate change. To this end:
- 12.7.1. We reserve the right to group appointments by area so that we incur the least mileage possible and will travel by the most environmentally friendly method possible; and
  - 12.7.2. wherever possible, we will provide guidance notes and instructions in digital format to save paper consumption.

### 13. Law and Jurisdiction

This Agreement (and any non-contractual obligations) shall be governed by and construed and interpreted in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

If you are a customer using our services from outside the UK, then you must comply with all applicable laws and regulations of the country for which the services are provided. We will not be liable or responsible if you break any such law.