

# **Terms & Conditions V3-25**

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#### Introduction

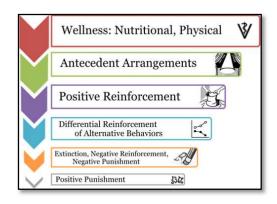
Thank you for choosing McKaynine Behaviour for your dog's behavioural consultation. The work we do often involves addressing complex behavioural issues, including those that may involve aggression. For the safety of everyone involved—your dog, you and others—it is **essential that you carefully read, fully understand and adhere** to the terms and conditions outlined in this document.

These conditions have been designed to ensure a clear understanding of responsibilities and to maintain a safe and effective environment during consultations and training. By proceeding with my services, you are agreeing to comply with these terms. If you have any questions or need clarification, please do not hesitate to contact us.

These Terms and Conditions apply to all services offered by McKaynine Behaviour and approved representative/s.

# **Techniques and Handling Methods**

In most cases, desired behaviour change can be affected by focusing on the animal's environment, physical well-being and operant and classical interventions such as differential reinforcement of an alternative behaviour, desensitisation and counterconditioning. As such the training and behaviour modification services provided by McKaynine Behaviour adhere strictly to the CCPDT LIMA Effective Behaviour Intervention Policy.



# Safety

For home visits we ask that, <u>unless previously agreed with us</u>, all dogs are kept away from the front door and are contained in another room when we first arrive. Depending on the issue, you may be asked to take additional steps to ensure safety (and allow controlled observation of your dog's behaviour) during a Behaviour Consultation. For example, if your dog is reactive to/ fearful of people entering the home, you may be asked to keep them contained in another room until a specific point during the consultation.

In any case, if you have any concerns about your dog's behaviour towards visitors, yourself or anyone else present at the consultation (including other dogs) or are concerned that they may cause injury, it is entirely your responsibility to take all necessary steps (e.g., muzzling the dog and/ or keeping them on the lead) to prevent this from happening. It is essential that you take sensible safety precautions and then discuss how and when the dog should be introduced during the consultation rather than take risks. You will be advised during the discussion how and when the dog(s) may be safely introduced to the room in which the consultation is taking place.

If your dog has ever bitten a person or other animal, you must report this to us well <u>before the day of the scheduled session</u> so that we can advise you accordingly. Any instances of accident or injury occurring during the consultation must be reported to us at the time they occur.

# **Veterinary Care and Medical Issues**

We are happy to take referrals from Veterinary Professionals or bookings for Behaviour Consultations directly from clients. In either case, we may ask your vet for your dog's medical records. This should not cost you anything (vets and behaviourists work together as a matter of professional courtesy). In some cases, your vet may ask to see the dog to rule out potential medical causes before the behaviour consultation takes place or prior to embarking on a behaviour modification programme. If, during or after the consultation, it is felt by us that a (further) veterinary check is advisable, it will be your responsibility to ensure that this is carried out before embarking on any behaviour modification strategies suggested at the consultation, as advised.

We also reserve the right to communicate with your Veterinary Surgeon about your dog(s) at any time if we deem this to be necessary or helpful. If your dog has any known allergies or intolerances to certain foods or has any other special/ medical needs, it is your responsibility to bring this to our attention prior to the start of the session.

### **Modus Operandi**

Upon submission of the completed online questionnaire and payment (emailed to behaviour@mckaynine.co.za) an appointment will either be set up at the client's house, location at where the problem behaviour occurs, at the consultant's premises or via a virtual platform. This appointment can be set up via email or on the online booking platform.

**Please note:** In-home consultations are rarely available. We have found the virtual platforms to work very well. Alternatively, the consultation can take place at our facility in Johannesburg.

This appointment will be set up a minimum of three days and a maximum of fourteen days from receipt of the questionnaire and proof of payment.

- Behaviour Consult: During this 90-minute consultation the consultant will clarify any unclear
  information and proceed to explain a behaviour modification programme to the client. 10 days after
  the initial visit the consultant will contact the client via email, phone or virtual platform for a 30minute follow-up.
- **Behavioural Training**: During the initial 1-hour session the consultant will clarify any unclear information and proceed to coach the owner and dog with resolutions for the problem behaviour. Subsequent sessions (typically 30 minutes) are often set up to measure effectiveness and advise revisions to the modification strategy.

NB: Notes are not provided by the consultant. Clients are encouraged to take notes down during the session/s.

#### **Payment Structure**

Rates exclude travel if applicable. Subsequent behaviour consults for the same dog and the initial problem are charged at twice the rate for behavioural training, excluding travel if applicable. All payments are due up front via EFT unless otherwise arranged.

### **Refunds and Cancellations**

- Behaviour Consults (Initial Session): Booked consults can be re-arranged or refunded in full with at least two weeks' notice. Any cancellation made with between two weeks and one week's notice of the booked Behaviour Consult will be eligible for a refund of any payment less a non-refundable deposit of 25% of the amount paid. With less than one week notice, no refund will be given.
- Behaviour Consults (Follow-Up Session): The consultant will make three attempts to arrange this
  session. Should the client cancel or be absent from all three of these sessions, the follow-up session
  will be deemed as forfeited. A new follow-up session can be scheduled at a cost of twice the rate for
  behavioural training, excluding travel.
- **Behavioural Training:** These sessions can be cancelled with no less than a 24-hour notice with no penalty. Sessions cancelled within the notice period are not refundable.

If we have to cancel a session with you due to unforeseen circumstances, such as adverse weather/illness/ emergency, we will make every effort to reschedule your session to another mutually convenient time. If this is not possible, we will refund you for the cost of the session and any follow-up visits which are also cancelled as a result of this.

#### **Children & Household Members**

Children are welcome to be present at Behaviour Consultations, although due to the nature of the discussions that will be taking place, this may not always be appropriate. It is the responsibility of the parents/ carers to determine whether it would be helpful or appropriate for any children/ other family members to be present at any point. It is important that at least one adult is able to give their full attention to the discussion throughout. We encourage all members of the household to be present during Behaviour Consults so as to ensure that everybody is on the same page.

We accept no responsibility for children and it is the responsibility of the supervising adult to ensure that children are safe and their well-being is protected at all times whether before, during or after the Behaviour Consult.

## **Privacy and Marketing**

Photographs of your dog may, with your permission, be taken. Such photos may be used by McKaynine Behaviour or McKaynine (Pty) Ltd for record keeping and/ or marketing purposes. If you do not wish for photographs of you and/ or your dog to be taken, used or shared, please just let us know. Any written feedback (e.g. by email or on feedback forms) may be used for marketing purposes (for example, posted on the website). Only the first name of the person will be used as identification. If you are not happy for us to use your feedback in this way, please let us know.

Permission must be granted by us before any photography or videography of training/ behaviour sessions with McKaynine Behaviour takes place.

In some instances, intern behaviourists may request to shadow sessions. Permission will be sought from the client beforehand. The intern behaviourist may use the information gleaned during the consultation as part of their practical course submissions – no identifying details will be disclosed.

### **Engagement and Commitment**

By consulting with McKaynine Behaviour regarding your dog's behaviour, you agree to fully engage with the process to the best of your ability and understand that any changes will involve commitment and consistency, in line with the pledge set out below. The pledge (below) sets out the responsibilities of both parties and is a gesture of your commitment to, and understanding of, the process which you are undertaking.

#### **Service Provider Structure**

McKaynine Behaviour is a division of McKaynine (Pty) Ltd and operates as such under its legal protections and framework. All services, consultations and advice provided by McKaynine Behaviour are subject to the terms and conditions of McKaynine (Pty) Ltd. By engaging with McKaynine Behaviour, clients acknowledge and agree to these terms and conditions, including any applicable liability limitations, disclaimers and policies set forth by McKaynine (Pty) Ltd. The McKaynine (Pty) Ltd Terms & Conditions are available on the McKaynine website: www.mckaynine.co.za.

#### **Disclaimer and Waiver of Liability**

I understand that working with dogs and modifying behaviour poses a risk of injury. I agree to ensuring that necessary steps are always taken to prevent injury to myself, my dog(s) and others, including the use of a muzzle and avoidance of situations that might trigger aggressive behaviour. I agree to indemnify and hold harmless McKaynine Behaviour & McKaynine (Pty) Ltd against all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of, or related to, any claim of injury to persons or property of any kind, whether before, during or after the consultation and when implementing suggested techniques with my dog(s). I understand and accept that my dog (and its behaviour) always remains entirely my responsibility, whether or not in the presence of the consultant or approved representative.

# McKaynine Behaviour's Responsibilities

- To prepare appropriately for the session
- To listen to you in order to gather necessary information about the problems you are facing
- To use our professional judgement, expertise and experience to decide upon appropriate strategies to help you and your dog(s)
- To clearly explain what behaviour modification or training strategies we are suggesting and why we are suggesting them to you
- To answer any questions you may have to the best of our abilities
- To make it clear that behaviour modification is not a 'quick fix'; it will require commitment and changes to be made on your part in order to bring about change in your dog(s)
- To offer ongoing support, in line with the service(s) for which you have paid

### **Client Responsibilities**

- To agree to the waiver and disclaimer in this document
- To understand that the consultant cannot promise an outcome. The consultant provides a tailormade process and support as obliged
- To be open and honest in providing information to assist us in understanding the problems
- To ask for clarification if anything which is explained to you is unclear
- To have an open mind about potential solutions, changes and strategies
- To commit to agreed behaviour modification strategies and make any necessary agreed changes in order to help resolve the problems you are experiencing with your dog(s) and to understand that behaviour modification is not a 'quick fix'
- To try your best to ensure that everyone regularly involved with your dog(s) understands and engages in the process in order to avoid confusion and conflict
- To avoid any confusion or conflict, which could be caused by introducing alternative training or behaviour modification methods (such as those picked up from TV, books, friends or other trainers) without first discussing these with the consultant.
- To ensure that your dog is always properly supervised. This includes ensuring that any interactions
  between your dog and a third party (including your family and any other pets) are safe for both the dog
  and the others involved.