

Terms & Conditions

These terms and conditions are the contract between you and the Association of Dog Boarders (ADB) (“us”, “we”, etc). By visiting or using or purchasing membership on our website, you agree to be bound by them.

Association of Dog Boarders (ADB) is the name of an association whose registered address is at:

80 Windmill Road, Mortimer, Reading, West Berkshire RG7 3RJ

Please read this agreement carefully and save it. If you do not agree with these terms and conditions, you should leave our website and stop using the site or the services immediately.

These are the agreed terms:

Definitions

In this agreement, the following words shall have the following meanings, unless the context requires otherwise:

“content” means the textual, visual or aural content that is encountered as part of your experience on our website. It may include, among other things: text, images, sounds, videos and animations. It includes content posted by you.

“ADB Membership” means any service we provide, whether through our website or otherwise. It includes the membership service we provide as set out on our website and in this contract.

"post" means display, exhibit, publish, distribute, transmit and/or disclose information, content and/or other material on our website, and the phrases "posted" and "posting" shall be interpreted accordingly.

“Services” means all of the services available from our website, whether free or charged.

“Our website” means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us. It includes all web pages controlled by us.

1. Our contract

- 1.1. These terms and conditions regulate the business relationship between you and us. By purchasing ADB Membership or using our website free of charge, you agree to be bound by them.
- 1.2. We do not offer all the services on a local level or to unlicensed franchised boarders.
- 1.3. In entering into this contract, you have not relied on any representation or information from any source except the definition and explanation of the services given on our website.
- 1.4. Subject to these terms and conditions, we agree to provide to you some or all the services described on our website at the price we charge (which may change from time to time).
- 1.5. Our contract with you and membership will last for one year from the date of start / payment. Any continuation by us or by you after the expiry of one year is a new contract under the terms then posted on our website. Your continued use of our services after that shall be deemed acceptance by you of the changed service, system and/or terms.

- 1.6. The contract between us comes into existence only when we write to you to confirm that we accept the membership application. Your payment does not create a contract. If we decline to provide the membership, we shall immediately return your money via the method in which it was sent.
- 1.7. We reserve the right to change this agreement in any way at any time.

2. Your account and personal information

- 2.1. When you visit our website, you accept responsibility for any action done by any person in your name or under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.
- 2.2. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible for any error made as a result of such information being inaccurate.
- 2.3. You agree to notify us of any changes in your information immediately it occurs. If you do not do so, we may terminate your account.

3. Association of Dog Boarders (ADB) Membership

- 3.1. Details of the cost and benefits of ADB Membership will be set out on our website and in any initial membership email that you receive. You may subscribe to ADB Membership Services at any time.
- 3.2. You may not transfer your ADB Membership to any other person.
- 3.3. We reserve the right to modify the ADB Membership rules or system and to change the terms and conditions of this agreement at any time, without notice. Your continued use of the ADB Membership after such modifications shall be deemed an acceptance by you to be bound by the terms of the modified agreement.

We reserve the right to refuse membership without explanation. Any fees paid will be refunded.

- 3.4. Members must submit a copy of their licence or evidence from their local authority that they have been allowed an extension within 90 (ninety) days of joining.
- 3.5. In order to be listed on the website Members Directory, members must submit a copy of their licence or evidence from their local authority that they have been allowed an extension.

4. Communication with ADB Officers

- 4.1. Members may correspond with officers via email using the following addresses:

- admin@associationofdogboarders.co.uk
- secretary@associationofdogboarders.co.uk
- chair@associationofdogboarders.co.uk
- members@associationofdogboarders.co.uk
- treasurer@associationofdogboarders.co.uk

- 4.2. Members may also communicate with officers by using the messenger link on the ADB public page.
- 4.3. Communicating directly with officers through their personal profile or messenger account on Facebook, their private or company email address or via telephone is not permitted without express permission from the officer in writing.

5. Renewal payments

- 5.1. At least 4 (four) weeks before expiry of the membership, we shall send a message to your registered email address to tell you that your ADB Membership is shortly to expire and to invite you to renew. An invoice for the new period will be included.
- 5.2. At any time before expiry of your ADB Membership, you may email us to change your personal information or cancel renewal.
- 5.3. Membership is non-refundable and non-transferable.

6. Security of your debit / credit / bank details

- 6.1. Payment is via Paypal which is a secure and encrypted system

7. Security of Our website

- 7.1. If you violate our website, we shall take legal action against you.
- 7.2. You now agree that you will not, and will not allow any other person to:
 - modify, copy, or cause damage or unintended effect to any portion of our website, or any software used within it.
 - link to our website in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser;
 - download any part of our website, without our express written consent;
 - collect or use any information obtained from or about our website or the content except as intended by this agreement;
 - aggregate, copy or duplicate in any manner any of the content or information available from our website, other than as permitted by this agreement or as is reasonably necessary for your use of the services;
 - share with a third party any login credentials to our website.

8. Use of Members only Closed Facebook group

- 8.1. We may, at our discretion, read, assess, review or moderate any Content Posted on in the group. If we do, we need not to notify you or give you a reason.
- 8.2. You agree that you will not use or allow anyone else to use the Group to Post a Content which is or may be:
 - malicious or defamatory;

- consist of commercial audio, video or music files;
- obscene, offensive, threatening or violent;
- sexually explicit or pornographic;
- likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
- give the impression that it emanates from us or that you are connected with us or that we have endorsed you or your business;
- solicit passwords or personal information from anyone;
- be used to sell any goods or services or for any other commercial use without our prior consent in writing;
- link to any of the material specified above, in this paragraph.
- Post excessive or repeated off-topic messages;

9. Member Conduct

- 9.1. If your correspondence or communication with officers or other members is reported as inappropriate or offensive, we will investigate the report.
- 9.2. If the report is upheld, you will be asked to refrain from communicating or corresponding in this manner again.
- 9.3. Further inappropriate or offensive activities will result in you being removed from the Facebook ADB Members group. Your removal will be agreed by officer vote. You will be asked if you wish to remain a member of the ADB or whether you wish to leave. You may remain a member if you put your request in writing.

10. Disclaimers and limitation of liability

- 10.1. The information, software, products and services in or available through or website may include inaccuracies or typographical errors. Changes, improvements or amendments may be made to the website, software, products, services, terms and conditions, policies or prices without notice.
- 10.2. Information, guidance, support and opinion in the website should not be relied on for personal, legal, business, medical, welfare, or financial decisions and you should consult an appropriate professional for advice on your specific circumstances.
- 10.3. We and our suppliers and consultants make no representations or warranties in respect of the suitability, reliability, availability, timeliness or accuracy of the information, products, services and software in or on our website for any purpose to the maximum permitted by Law, statute or regulation. On no event shall we or any supplier be liable for any direct, indirect, punitive, incidental, special, consequential or any other damages, costs or losses including but not limited to loss of use, data, profits or opportunity whether based on contract, tort, negligence, liability or otherwise.
- 10.4. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12 (twelve)-month period for the services concerned.
- 10.5. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our officers, employees, subcontractors, agents and affiliated companies (who may enforce this provision under the Contracts (Rights of Third Parties) Act 1999, as well as to us.

- 10.6. If you become aware of any breach of any term of this agreement by any person, please tell us by email or post. We welcome your input but do not guarantee to agree with your judgement.
- 10.7. We make no representation or warranty and accept no responsibility in law for:
- accuracy of any content or the impression or effect it gives;
 - delivery of content, material or any message;
 - privacy of any transmission;
 - any act or omission of any person or the identity of any person who introduces himself to you through our website;
 - any aspect or characteristic of any goods or services advertised on our website;
- 10.8. We will do all we can to maintain access to our website, but it may be necessary for us to suspend all or part of our service for repairs, maintenance or other good reasons. We may do so without telling you first.

11. Duration and termination

- 11.1. This agreement shall operate for the 12 (twelve)-month period for which you have subscribed to ADB Membership Service.
- 11.2. You may terminate this agreement at any time, for any reason, with immediate effect. You may terminate the agreement either by sending notice to us by post or email.
- 11.3. We may terminate this agreement at any time, for any reason, with immediate effect by sending you notice to that effect by post or email.
- 11.4. Termination by either party shall have the following effects:
- your right to use the services immediately ceases;
 - we are under no obligation to forward any unread or unsent messages to you or any third party.
- 11.5. In the event of such termination by us, there will be no reimbursement.
- 11.6. We retain the right, at our sole discretion, to terminate any and all parts of the services provided to you, without refunding to you any fees paid if we decide in our absolute discretion that you have failed to comply with any of the terms of this agreement.

12. Storage of data

- 12.1. We assume no responsibility for the deletion or failure to store or deliver email or other messages.
- 12.2. You accept that we cannot be liable to you for any such deletion or failure to deliver to you.

13. Indemnity

- 13.1. You agree to indemnify us against any loss, damage or liability, suffered by us at any time and arising out of:
- any act, neglect or default of yours in connection with this agreement or your use of the services;
 - your breach of this agreement;
 - your failure to comply with any law;

- a contractual claim arising from your use of the services.

14. Dispute resolution

14.1. In this paragraph the term “ADR Provider” means an approved body under the Alternative Dispute Resolution for Consumer Dispute Regulations 2015.

14.2. The following terms apply in the event of a dispute between the parties:

- If you are not happy with our services or have any complaint, then you must tell us by email message to admin@associationofdogboarders.co.uk
- If a dispute is not settled as set out above, we hope you will agree to attempt to resolve it by engaging in good faith with the other in a process of mediation or arbitration.
- We can propose an ADR Provider or will listen to your proposal. If you are in any way concerned, you should read the guidance at: <https://www.gov.uk/government/publications/alternative-dispute-resolution-for-consumers/alternative-dispute-resolution-for-consumers>