

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 a subscription membership on our website, you agree to be bound by them.

1. **Association of Dog Boarders (ADB)** is the name of a company limited by guarantee, whose registered address is at:

71-71 Shelton Street, Covent Garden, London, WC2H 9JQ – Company Number 12230057

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:

2. Definitions

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

- “company” means the Association of Dog Boarders Ltd
- “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 subscription service we provide, whether through our website or otherwise. It includes the membership subscription 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 including social media pages.

3. Our contract

- 3.1. These terms and conditions regulate the business relationship between you and ADB. By purchasing an ADB Membership subscription or using our website free of charge, you agree to be bound by them.
- 3.2. We do not offer all the services on a local level or to unlicensed franchised boarders.
- 3.3. 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.
- 3.4. 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 is subject to change without notice.

- 3.5. Our contract with you and subscription 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.
- 3.6. 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.
- 3.7. We reserve the right to change this agreement in any way at any time and without notice.

4. Your account and personal information

- 4.1. 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.
- 4.2. 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.
- 4.3. 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.

5. Association of Dog Boarders (ADB) Membership

- 5.1. Members must join via the registration form on the website.
- 5.2. Membership automatically includes inclusion in the Primary Authority Partnership unless you opt out on the registration form or email admin@associationofdogboarders.co.uk to opt out.
- 5.3. Details of the subscription 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.
- 5.4. You may not transfer your ADB Membership to any other person.
- 5.5. 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.
- 5.6. We reserve the right to refuse membership without explanation. Any fees paid will be refunded.
- 5.7. Members who are existing businesses 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. New businesses joining must keep in contact with the Members Officer regarding the progress of their business and licence application.
- 5.8. In order to be listed on the website Members Directory, subscribers must submit a copy of their licence or evidence from their local authority that they have been allowed an extension.

6. Communication with ADB Officers

- 6.1. Member may correspond with officers via email using the following addresses:
- For general enquiries admin@associationofdogboarders.co.uk
 - For membership including directory entries members@associationofdogboarders.co.uk
- 6.2. Members may also communicate with the ADB by using the messenger link on the ADB public page.
- 6.3. 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.

7. Renewal payments

- 7.1. 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 Subscription is shortly to expire and to invite you to renew. An invoice for the new period will be included.
- 7.2. At any time before expiry of your ADB Subscription, you may email us to change your personal information or cancel renewal.
- 7.3. Membership subscription is non-refundable and non-transferable.

8. Security of your debit / credit / bank details

- 8.1. Payment is via PayPal which is a secure and encrypted system

9. Security of Our website

- 9.1. If you violate our website, we shall take legal action against you.
- 9.2. 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.

10. Use of Members only Closed Facebook group

- 10.1. 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.
- 10.2. 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;

11. Member Conduct

- 11.1. All members agree to behave in a professional and polite manner when using the website, online forums including Facebook, at any meetings, when communicating with other members or Directors and when representing the company in public
- 11.2. If you are found to be in breach of this policy the grievance procedure detailed in this document will be invoked.

12. Disclaimers and limitation of liability

- 12.1. 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.
- 12.2. 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.
- 12.3. 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. In 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.

- 12.4. 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.
- 12.5. 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.
- 12.6. 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.
- 12.7. 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;
- 12.8. 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.

13. Duration and termination

- 13.1. This agreement shall operate for the 12 (twelve)-month period for which you have subscribed to ADB Membership Service.
- 13.2. 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. There will be no reimbursement.
- 13.3. 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.
- 13.4. 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.
- 13.5. In the event of such termination by us, there will be no reimbursement.
- 13.6. 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.
- 13.7. On termination of membership you will be removed from the Facebook Members Group and Primary Authority Register. Your ADB website account will be deleted and any personal information we hold will be deleted.

14. Storage of data

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

15. Indemnity

- 15.1. 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.

16. Dispute resolution

- 16.1. In this paragraph the term “ADR Provider” means an approved body under the Alternative Dispute Resolution for Consumer Dispute Regulations 2015.
- 16.2. During the course of your time as a member you may encounter difficulties or issues. The company recognises this and encourages open and honest communication between all members through informal discussions and dialogue.
- 16.3. However, where resolutions cannot be found through informal discussions, the company has a clear complaints policy and disciplinary procedure for the management of issues which must be followed.
- 16.4. This policy and procedure applies to all members.
- 16.5. The aim of this policy is to provide a fair, transparent and consistent complaints procedure.
- 16.6. All cases dealt with under this policy, whether formal or informal, will be conducted in the strictest confidence, unless otherwise agreed by all parties.
- 16.7. Any grievance should be raised promptly.
- 16.8. We will acknowledge receipt of your complaint or grievance within 3 working days. We will aim to resolve the complaint or grievance and provide a full response within 15 working days. If there will be timescale issues due to the nature of the complaint or grievance, we will contact you to let you know and keep you updated on progress. We will inform you with a revised deadline when we are able to give you a full response to the issue raised.

17. Complaints Process

- 17.1. If a member is unhappy with any aspect of their membership they should try to resolve it informally by emailing the Membership Officer

- 17.2. If attempts to resolve the complaint informally do not work, then it may be appropriate to escalate the complaint to a higher level. All communication must be in writing and emailed to secretary@associationofdogboarders.co.uk
- 17.3. If you are not satisfied with the outcome of our inquiries, you may ask for the complaint to be escalated to a Director on the Executive team, who will investigate your concerns and provide a response, thereby exhausting the ADB complaints process.

18. Disciplinary Policy and Procedure

Defined terms:

- ***'member' meaning a paid member of the Association of Dog Boarders***
- ***'hearing' to mean an online, telephone or in person meeting***

18.1. Summary

- The purpose of the Disciplinary Policy is to ensure that breaches in relation to conduct are dealt with fairly and consistently. The Disciplinary Procedure is normally only used after informal discussions have failed to produce required improvement or when a member's conduct is sufficiently serious to require immediate formal action.

19. Disciplinary Policy

- 19.1. This policy and procedure applies to all members.
- 19.2. Subscribing members should comply with the rules of the company as defined in this policy.
- 19.3. The list of rules is not to be regarded as an exhaustive list.
- 19.4. Members are required to treat all other members of the public and members equally *[in accordance with the Equal Opportunities Policy]*.
- 19.5. Directors are responsible for dealing with disciplinary issues promptly and ensuring that the disciplinary procedure is enforced when necessary.
- 19.6. In the case of relatively minor issues, if appropriate, informal action will be considered as an alternative to the disciplinary procedure.
- 19.7. No disciplinary action will be taken until the matter has been fully investigated.
- 19.8. Members will be advised of the nature of the complaint against them and at every stage will have the opportunity to state their case before any decision is reached.
- 19.9. Members have the right to be accompanied by another member or appropriate person.
- 19.10. Members have the right to appeal against any disciplinary sanction or penalty imposed.

20. Disciplinary Rules

- 20.1. Breaches of the rules of the business which can lead to disciplinary action are:
- 20.2. Unacceptable behaviour towards other members, directors and the general public when representing the Association of Dog Boarders;
- 20.3. Failure to comply with the policies of the business;
- 20.4. Minor incidents of disruptive behaviour;
- 20.5. The following may constitute gross misconduct:
 - Serious cases of bullying or harassment;
 - Threatening or violent behaviour;
 - Indecent, immoral, or discriminatory behaviour;
 - Theft;
 - Posting derogatory or offensive comments on social media in relation to the Association of Dog Boarders or any of its members or Directors;
 - Committing an act or being convicted of a criminal offence which is liable adversely to affect the relationship of trust between the member and the company and/or bring the company name into disrepute;

21. Disciplinary Procedure

- 21.1. The Disciplinary Procedure is designed to establish the facts and be resolved quickly.
- 21.2. Where it is considered that an issue has arisen that may need to be dealt with under the disciplinary policy, a formal investigation will be carried out by an Investigating Officer. The Investigating Officer will be a member of the Executive team.
- 21.3. On completion of the investigation the Investigating Officer will decide based on the balance of probabilities' if a breach has occurred. They will then make a recommendation on whether to arrange a disciplinary hearing, take other informal action or take no further action.
- 21.4. Should a disciplinary hearing be recommended, the member will be given written notice of the hearing, the details of the complaint and copies of any evidence. These will be provided at least five working days' in advance of the disciplinary hearing.
- 21.5. The disciplinary hearing will be before a director other than the Investigating Officer, and a note taker.
- 21.6. Any evidence and/or statement on which the members intends to rely upon must be served on the disciplinary hearing Director in writing at least two working days before the hearing date.
- 21.7. The disciplinary hearing Director will have the right to question the members concerned and any witnesses.
- 21.8. The members will be given the opportunity to respond to the complaint and call any relevant witnesses.

- 21.9. Following the hearing the disciplinary hearing Director will consider the evidence and make a decision. If it is decided that a further period of investigation is required, the members will be notified in writing. Unless further investigation is necessary, a decision will be made within five working days of the hearing. The members will be notified of the decision and any penalty in writing.

22. Penalties

- 22.1. Oral Warning - if a decision is made that the conduct has been unsatisfactory the members may be given a formal oral warning. A record of the warning will be kept and it will three months after which time it will be disregarded.
- 22.2. Written Warning - if a decision is made that the offence is serious or there is no improvement in conduct or if a further offence occurs a written warning will be given which will set out the conduct problem, the improvement required and that termination of membership will be enforced if there is no improvement within 3 months
- 22.3. Dismissal - if there is no satisfactory improvement or if further serious misconduct occurs, the membership may be enforced.
- 22.4. Gross misconduct - if after investigation it is decided that the members has committed an offence of gross misconduct the members will be dismissed.
- 22.5. All penalties can be appealed as detailed below.

23. Right of Appeal

- 23.1. Members subject to disciplinary action have a right to appeal. Requests to appeal should be in writing and fully detail the grounds for appeal. Appeals should be made within five working days of receiving the disciplinary decision.
- 23.2. The appeal should be emailed to secretary@associationofdogboarders.co.uk
- 23.3. On receipt of the request to appeal a hearing will be arranged. The members will be notified in writing of the date of the hearing and the right to be accompanied at least five working days before the hearing.
- 23.4. If appropriate, the Director who conducted the original disciplinary hearing will present evidence including the reasons for imposing the disciplinary penalty. The members will then present their case for appeal. The person conducting the appeal hearing will ask any questions.
- 23.5. The decision following the appeal hearing will be notified in writing within five working days. This decision will be final.
- 23.6. The person with conduct of the appeal can make one of the following decisions:

- 23.7. Uphold the original decision made. The disciplinary action will stand and the members will have no further right of appeal.
- 23.8. Uphold the decision to invoke disciplinary action but impose a lesser penalty.
- 23.9. Overturn the original decision.

24. Suspension

- 24.1. There may be reasons that make it necessary to suspend a membership especially if there is a suspicion of gross misconduct. The membership will be suspended with no refund and will include the member being removed from any Social Media groups whilst the investigation proceeds.
- 24.2. Where suspension is necessary the members will be notified in writing of the reasons and terms of the suspension.
- 24.3. All parties will be expected to co-operate to ensure that the period of suspension is as short as possible.

Terms and Conditions Change Log

DATE	CHANGE	AUTHOR
01/10/19	Addition of disciplinary and grievance procedures	MW

