



International Academy for Dog Trainers And Behaviourists

These Terms and Conditions of Online Courses, which incorporate by reference the Terms and Conditions of Website Use and which are subject to any Additional Online Terms and Conditions (if any) (together, the “Online Terms”), apply to the sale of any Online Course. Please read the Online Terms carefully before purchasing an Online Course and print off a copy for your records. By ordering an Online Course, you are confirming your agreement to be bound by the Online Terms.

1. Online Course Provider

1.1 The Online Courses are provided by International Academy For Dog Trainers And Behaviourists (hereinafter referred to as “IADTB”, “we” or “us”)

1.2 We will use our reasonable endeavours to provide the Online Courses advertised by IADTB.

1.3 We will provide the Online Courses using reasonable care and skill.

1.4 We may appoint independent sub-contactors to assist in providing Online Courses or use third parties to arrange or supply certain aspects of, or services in connection with, our Online Courses. You agree that our obligation to you is to use reasonable care in selecting competent, independent sub-contractors and third party suppliers to provide reasonable services related to the Online Courses. You agree that IADTB is not responsible for the actions or omissions of such IADTB sub-contractors or third party suppliers.

2. Definitions

2.1 Capitalised terms used herein (and not otherwise defined) have the following meanings:

“Additional Study Materials” means any Online Study Materials or Physical Study Materials not included in the Course Fee.

“Additional Online Terms and Conditions” means any additional terms and conditions relating to an Online Course agreed in writing by IADTB with a particular student;

“Brochure” means any online or hard copy material produced by that provides detailed information with respect to the IADTB Online Courses;

“Course Fee” means the fee payable for an Online Course but excludes any delivery charges payable in relation to the delivery of Course Materials, if applicable, and any import duties, taxes and customs clearances which may be payable;

“Course Materials” means the materials provided by IADTB in the course of the delivery of any Online Course, which may be (i) Online Study Materials and/or (ii) Physical Study Materials;

“On Demand Online Course” means an online course which does not have a predetermined start date and is available for study by you immediately following delivery by IADTB;

“Online Course” means either an On Demand Online Course or a Scheduled Online Course provided by IADTB;

“Online Study Materials” means any material in an electronic format which may be (i) downloaded from the Website or (ii) accessed and viewed on the Website, including, but not limited to, PDFs, MP3s, JPEGs, MPEG4s and MOVs;

“Physical Study Materials” means any material in a physical format, including, but not limited to, DVDs, CD Rom, Blu-ray, and Audio CDs;

“Scheduled Online Course means an online course which is only available for access by you on a predetermined start date;

“Terms and Conditions of Website Use” means the terms and conditions pursuant to which you may access the Website and which can be found [here].

“Website” means www.iadtb.com or any other domain operated by IADTB; and

“you” means the individual purchasing the Online Course.

2.2 The use of singular words herein also include the plural.

3. Purchasing and Confirmation

3.1 In order to purchase an Online Course you must provide the required information and pay the amount specified. You must ensure that all information provided is complete and accurate.

3.2 When you place an order for an Online Course, you are offering to purchase that Online Course on the Online Terms.

3.3. A legally binding agreement shall only come into existence once:

(a) IADTB has accepted your offer to purchase an Online Course by sending you an order confirmation email which will provide you with a link to access the Online Course, along with log on details (if applicable); and

(b) IADTB has received from you (or on your behalf) either (i) the entire Course Fee in cleared funds, if you choose to pay for the Online Course with a one-off lump-sum payment in accordance with Clause 4.3(a); or (ii) the first instalment of the Course Fee in cleared funds, if you choose to pay for the Online Course in instalments in accordance with Clause 4.3(b).

3.4 The Online Terms, together with your purchase offer and the order confirmation email, constitute the entire agreement between us (the “Contract”) and supersedes and replaces any other terms and conditions previously published by us and any other understanding, undertaking, representation, warranty, arrangement, promise or statement of any nature whatsoever made by us to you, whether oral, written or otherwise, relating to the subject matter of the Online Terms.

You acknowledge that you have not relied on any understanding, undertaking, representation, warranty, arrangement, promise or statement made or given by us or on our behalf, which is not set out in the Contract.

3.5 You must check the details on the order confirmation email when you receive it. If there are any errors please contact us immediately at iadtbinfo@gmail.com.

3.6 Where your order consists of multiple Online Courses, each individual Online Course will be treated by IADTB as a separate offer to purchase. Acceptance of your offer to purchase one or more of the Online Courses will not be an acceptance by IADTB of your offer to purchase any other Online Courses which make up your order.

3.7 We reserve the right, in our sole and absolute discretion and without the need to give a reason, to refuse to accept an offer to purchase one or more Online Courses. In such circumstances, no contract will arise and we will return any payment accompanying your purchase offer.

3.8 Before a Contract comes into existence between you and us, we reserve the right to increase or decrease the advertised Course Fee for an Online Course and/or to amend any of the information contained in the Online Course description. We also reserve the right to withdraw at any time Online Courses advertised for sale on the Website and/or in any Brochure.

4. Payment

4.1 The Course Fee for any Online Course at any given time and any additional delivery charges payable in relation to the delivery of Course Materials, if applicable, will be displayed on the Website and/or in a Brochure and/or will be notified to you by a IADTB customer services representative.

4.2 All amounts are payable in Pounds Sterling. The prices quoted are inclusive of VAT. Any currency conversion costs or other charges incurred in making a payment shall be borne by you, and shall not be deductible from the amounts due to IADTB.

4.3 Unless otherwise specified in respect of a particular Online Course, the Course Fee is payable either:

- (a) with a one-off lump-sum payment, payable with your purchase offer; or
- (b) in instalments, with payments being due at certain times over a set period of time, as specified on the Website and/or in a Brochure and/or as notified to you by an IADTB customer services representative, with the first instalment being payable with your purchase offer. Subsequent instalments will be automatically deducted from the debit/credit card you used to pay for the first instalment.

4.4 By choosing to pay the Course Fee in instalments in accordance with Clause 4.3(b), you agree that:

- (a) it is your responsibility to ensure that the instalment payments are made on the due dates;
- (b) IADTB and/or its service providers are authorised to collect the instalment payments from the debit/credit card you used to pay for the first instalment when such instalments become due and payable;
- (c) you will inform us by email at iadtbinfo@gmail.com if you change your debit/credit card or if your debit/credit card expires or is no longer valid prior to your next instalment becoming due and payable;
- (d) any failure to make payment of an instalment when due and payable constitutes a breach of the Contract and:
 - (i) unless otherwise agreed in writing by IADTB, will result in you losing the right to pay by instalments and all outstanding instalment amounts will become immediately due and payable; and
 - (ii) without prejudice to any other rights it may have, IADTB may suspend or cancel your access to the Online Course until the remaining instalment amounts are paid in full;

(e) subject to Clause 5.2, where IADTB takes action under Clause 4.4(d)(ii), you will not be entitled to a refund of any amount already paid; and

(f) if you cancel your order in accordance with Clause 5.1 or Clause 5.2, you shall only be entitled to a refund of any amount paid prior to such cancellation.

4.5 The option of paying the Course Fee in instalments is offered subject to availability. Acceptance of your offer to purchase the Online Course and pay the Course Fee by instalments is at the sole discretion of IADTB. IADTB may withdraw the option of paying the Course Fee in instalments at any time in its sole discretion. Any such withdrawal shall not affect customers who have already purchased an Online Course and are paying the Course Fee in instalments at the date of such withdrawal.

4.6 The total amount paid for any Online Course may differ depending on whether the Course Fee is paid for with a one-off lump sum payment or in instalments.

4.7 Where the Course Fee is paid for:

(a) with a one-off lump sum payment, payments will be accepted by:

(i) PayPal;

(ii) credit card (including Visa, MasterCard and American Express) or debit card (including Visa Electron, Delta and Maestro); or

(iii) bank transfer, which will need to be arranged directly with us over the telephone (please see the contact page for contact details at www.iadtb.com) or by e-mail at iadtbinfo@gmail.com ; or

(b) in instalments, payments will only be accepted by credit card (including Visa, MasterCard and American Express) or debit card (including Visa Electron, Delta and Maestro

4.8 In the unlikely event that your purchase offer was accepted at a time when the amount of the Course Fee displayed on the Website and/or in any Brochure is incorrect, IADTB will notify you as soon as it reasonably can.

If the correct amount of the Course Fee is higher than the amount displayed on the Website and/or in any Brochure, then IADTB will contact you to notify you of the correct Course Fee, so you can decide whether or not you wish to continue with your order of the Online Course at the increased Course Fee. If you decide that you would like to cancel your order, IADTB will give you a full refund in respect of any amount you have already paid. If the correct Course Fee is lower, IADTB will refund you the difference between the amount which you have paid and the correct Course Fee payable.

5. Cancellation and Deferral

5.1 Subject to Clause 5.6, under the Consumer Protection (Distance Selling) Regulations 2000 (“Distance Selling Regulations”) you may cancel your purchase of an Online Course within a period of 7 working days beginning on the day after the day on which the Contract is concluded with you as notified by the order confirmation email from IADTB. For further details of your rights under the Distance Selling Regulations you can visit your local Citizens’ Advice Bureau or visit the Office of Fair Trading website.

5.2 In addition to your rights under the Distance Selling Regulations, subject to Clauses 5.6 and 5.8, IADTB also offers the following refund and deferral policy on its Online Courses:

(a) pursuant to our 30 day money-back guarantee, you may cancel your order within 30 calendar days after IADTB sends you an order confirmation email which provides you with a link to access the Online Course for a full refund; or

(b) you may defer the start date of your Online Course or change to another Online Course at any time up to 7 days prior to the relevant start date, subject to availability on your chosen Online Course and upon payment by you of any difference in the Course Fees payable for the two courses and a £35 charge to cover administration costs plus VAT where applicable.

5.3 IADTB may cancel any Online Course at any time prior to its scheduled termination date. If IADTB cancels an Online Course prior to its scheduled termination date, you will be entitled to a pro rata refund of the Course Fee.

5.4 If you or IADTB cancel an Online Course in accordance with Clauses 5.1, 5.2 or 5.3 (as relevant), IADTB will refund the relevant portion of the Course Fee to you via your original method of payment (less the relevant delivery charges as set out Clause 5.5 below) within 28 days of receiving your notice of cancellation/giving notice to you of such cancellation.

5.5 If you cancel an Online Course within a period of 7 working days in accordance with Clause 5.1, IADTB will deduct from any refund of your Course Fee the cost of any delivery charges paid by IADTB in relation to the return of any Physical Study Materials, if applicable, by you to IADTB. If you cancel an Online Course in accordance with Clause 5.2, IADTB will deduct from any refund of your Course Fee the cost of all applicable delivery charges, including delivery charges paid to deliver the Physical Study Materials to you.

5.6 You may cancel or defer your order pursuant to Clauses 5.1 or 5.2 by email, post or telephone using the contact details that are set out at the end of the Online Terms. Notice will be deemed to be given in accordance with the time period set out in Clause 18.8.

5.7 If Physical Study Materials accompany your Online Course and these have been dispatched to you prior to you cancelling your place on the Online Course then you must return them to IADTB at the address set out in Clause 19 in a reasonable and resalable condition (for audio, video or software products this means in the sealed package in which they were delivered). Any Physical Study Materials returned to IADTB will be at your own risk. You must obtain proof of postage, which you may be required to produce in the event of any query. You will be responsible for payment of any delivery charges incurred in returning the Physical Study Materials to Frontier Bushcraft.

5.8 IADTB reserves the right to withhold payment of part or all of your Course Fee refund until all Physical Study Materials have been returned to IADTB in accordance with Clause 5.7 or if the Physical Study Materials are not returned in a re-saleable condition. Please note that audio, video or software products cannot be returned if you have removed them from the sealed package in which they were delivered. IADTB will deduct from any refund of part of all of your Course Fee the retail price of any Physical Study Materials which cannot be returned or which are not returned in a re-saleable condition.

5.9 If Physical Study Materials accompany your Online Course and these have been dispatched to you prior to you deferring your place on the Online Course, IADTB will be under no obligation to provide you with any revised or updated Physical Study Materials relating to your deferred Online Course and any additional Physical Study Materials required by you will need to be purchased by you prior to commencing your deferred Online Course.

5.10 You will not be entitled to any refund if you cancel your order at any time after the period of time set out in Clause 5.2(a). Your statutory rights in the event of receiving faulty goods are not affected.

6. Physical Study Materials (if applicable)

6.1 Where Physical Study Materials accompany the Online Course and they are supplied by IADTB, a delivery charge may be payable by you to IADTB. The details of any delivery charges will be set out on the Website and/or in any relevant Brochure and/or will be notified to you by a IADTB customer services representative. IADTB will post the Physical Study Materials to the person and address you give IADTB at the time you make your order.

6.2 When Physical Study Materials are sent to you outside of the United Kingdom, you may be subject to import duties and taxes, which are levied once the goods reach the specified destination. Any additional charges for customs clearance must be borne by you. IADTB has no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when you order goods (including Physical Study Materials) from IADTB, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the goods.

6.3 Risk of damage to, or loss of, any Physical Study Materials shall pass from IADTB to you on delivery. Ownership of the Physical Study Materials will pass to you on the later of receipt of payment by IADTB in full of all sums due to IADTB in respect of the Physical Study Materials, and, delivery of the Physical Study Materials to you.

6.4 IADTB must be notified of any queries, complaints or incomplete or incorrect deliveries within 14 days of you receiving the Physical Study Materials. If you do not notify IADTB within this time period, IADTB will not be obliged to correct your order and will not be responsible for any loss or damage suffered by you as a result.

7. Additional Study Materials (if applicable)

7.1 Additional Study Materials may be available as an add-on to an Online Course. A charge may be payable for such Additional Study Materials (as set out in the information relating to the Additional Study Materials) and the delivery of such Additional Study Materials to you.

7.2 Any payment for Additional Study Materials (if applicable) and any delivery charges payable in relation to the delivery of Additional Study Materials, if applicable, will be accepted by the same methods as set out in Clause 4.7 above.

8. Online Course content and Access terms

8.1 The description of the Online Course on the Website and/or in any relevant Brochure will set out details of the contents of the available Online Courses.

8.2 Except as set out in the description of the Online Course on the Website and/or in any relevant Brochure, no additional Course Materials and/or tuition (either online, face to face or classroom) will be provided by IADTB.

8.3 Upon receipt of an order confirmation email from IADTB you will be notified of when you will have access to the Online Course purchased and for the length of time such access will be made available to you, unless any such Online Course is removed.

8.4 The receipt of an Online Course is personal to you and, unless otherwise agreed by IADTB pursuant to Additional Terms and Conditions, you may not share or transfer your rights to access the Online Course or provide an Online Course to any other person any person doing so will be removed from the course and no refunds given..

8.5 You may incur charges to your internet service provider while you are accessing and/or downloading the Course Materials. Charges may also be payable to third parties for use of the software necessary to access and/or download the Course Materials. You are responsible for paying any such charges.

8.6 You acknowledge that IADTB operates a zero tolerance policy in relation to inappropriate behaviour of students. In particular, abusive or violent behaviour directed at IADTB staff or other students and unfair or dishonest practices will not be tolerated under any circumstances. IADTB may, in its reasonable discretion and without liability or an obligation to refund any Course Fee, refuse to supply any Online Course to any student who engages in inappropriate behaviour.

8.7 We reserve the right to monitor IP addresses that are used to access the Course Materials and, if a student is found to be in contravention of the access rules (set out in Clauses 8.4, 14.3 and 18.3), we may terminate a student's access to the Online Course and the Course Material. In such circumstances, no refund will be given.

9. Modifications to Online Courses or technology enhancements

9.1 From time to time, IADTB may make modifications or enhancements to the Online Courses. You will have access to such changes free of charge only to the extent that such changes relate to the Online Course purchased by you.

9.2 Purchase of a current Online Course does not entitle you to have access to future revised Online Courses as part of the original purchase.

10. Technical Support and Access

10.1 If you are unable to access an Online Course, IADTB will use reasonable endeavours to provide a solution where IADTB has direct control over the system, software or settings involved. If the issue lies with your hardware, systems, software or settings thereof, IADTB may, in its discretion, provide assistance to you to help you resolve the issue but we cannot guarantee that any assistance provided will resolve your issue.

10.2 You accept and acknowledge that periods of downtime may be required in respect of the information technology infrastructure connected to the Website and that technical assistance may not be available during such periods of downtime. Further you accept that you will not have a claim for breach of contract or otherwise in respect of such period of unavailability.

10.3 IADTB will use reasonable endeavours to make the Online Course available but cannot guarantee uninterrupted, timely or error free availability or that defects will be corrected. IADTB reserves the right to suspend access to the Website for the purpose of scheduled or emergency maintenance, repairs or upgrades to improve the performance or functionality of the Website.

10.4 You also accept and acknowledge that IADTB cannot be held responsible for any delay or disruptions to your access to the Online Course as a result of such suspension or any of the following:

- (a) the operation of the internet and the world wide web, including but not limited to viruses;
- (b) any firewall restrictions that have been placed on your network or the computer you are using to access the Online Course;

- (c) failures of telecommunications links and equipment; or
- (d) updated browser issues.

11. Warranties

11.1 IADTB will provide the Course Materials in accordance with the Online Course description, which is set out on the Website and/or in any relevant Brochure.

11.2 IADTB expects you to take reasonable care to verify that the Online Course and Course Materials in question will meet your needs. IADTB does not make any commitment to you that you will obtain any particular result from your use of the Online Course or Course Materials or that you will obtain any particular qualification on completion of the Online Course (unless otherwise stated on the Website and/or in any relevant Brochure).

11.3 IADTB does not make any representation, guarantee or commitment to you that the Online Course or Course Materials will be error free.

11.4 IADTB does not make any commitment that the Online Course or Course Materials will be compatible with or operate with your software or hardware.

11.5 All representations, warranties and/or terms and/or commitments not expressly set out in the Online Terms (whether implied by law, conduct, statute or otherwise) are hereby excluded to the maximum extent permissible at law.

12. Limitation of liability

12.1 The exclusions and limitations of liability contained in the Online Terms do not apply to a party's liability: (i) for fraud or wilful default; (ii) for death or personal injury caused by its negligence; or (iii) where such limitation or exclusion cannot lawfully be excluded.

12.2 Except as set out in the Online Terms, IADTB shall not be responsible for losses that result from its failure to comply with the Online Terms including, but not limited to, losses that fall into the following categories:

- (a) indirect or consequential losses;

- (b) loss of income or revenue;
- (c) loss of business;
- (d) loss of anticipated savings; or
- (e) loss or corruption of data.

12.3 IADTB is not responsible to you for any data that you lose either (a) as a result of accessing the Online Course or the Online Study Materials; or (b) during completion of any Online Course via the Website. It is your responsibility to ensure that you regularly save and back up (i) all data which you hold on the computer from which you are accessing the Online Course and the Online Study Materials; and (ii) all data that you are inputting when completing the Online Course.

12.4 Save as otherwise set out in this section “Limitation of liability”, IADTB maximum aggregate liability to you for any claims that you may have against IADTB for direct loss in contract, tort or otherwise arising out of or in connection with the Online Terms, the Online Course, your use of the Course Materials and any technical support shall be limited to the amount of the Course Fee which has been paid, or is payable, by you.

12.5 IADTB will not be held responsible for any delay or failure to comply with its obligations under the Online Terms if the delay or failure arises from any cause which is beyond IADTB reasonable control. This condition does not affect your statutory rights.

12.6 Each provision in this Clause 12 shall be construed separately as between you and IADTB. If any part is held to be unreasonable, inapplicable, or unenforceable, but would be valid if some part thereof was deleted such provision shall apply but with such modification as may be necessary to make it valid and effective.

13. Disclaimer

The Online Courses are for training purposes only. IADTB will not accept any responsibility to any party for the use of the Online Course or Course Materials for any purpose other than training for educational purposes, including but not limited to, the giving of advice by you to any third party.

14. Intellectual Property

14.1 At all times, IADTB and/or its licensors, remain the owner of the intellectual property in the Online Courses and the Course Materials. Other than as specified below, no Online Course and/or Course Materials, nor any part of it may be reproduced, stored in a retrieval system or transmitted in any form or by any means without the prior written permission of IADTB. We may use content we have received from you from our courses to further improve our online courses and we claim the right to use the material in any way.

14.2 In consideration of receipt by IADTB of the entire Course Fee (if you have chosen to pay for the Online Course with a one-off lump sum payment) or the first instalment of the Course Fee (if you have chosen to pay for the Online Course in instalments), IADTB grants to you a non-exclusive, non-transferable licence to access the Online Course and use the Course Materials content for the sole purpose of studying for the Online Course. For Online Study Materials, the licence granted is to use the Online Study Materials by an individual student only.

14.3 Save as expressly set out in the Online Terms or as otherwise agreed by IADTB pursuant to Additional Online Terms and Conditions, you may not modify, copy, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit, make available, disseminate or distribute in any way the Online Course or any of the Course Materials. You may not modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer any software forming part of the Online Study Materials or create derivative works based on the whole of or any part, or which incorporate, the Online Study Materials into any software program. Access to the Online Course and use of the Course Materials not expressly permitted in the Online Terms is strictly prohibited and will constitute an infringement of either IADTB copyright or IADTB other intellectual property rights, and/or the copyright or other intellectual property rights of IADTB licensors.

15. Data Protection

15.1 IADTB will process the information it receives from you or otherwise holds about you in accordance with the Online Terms and its privacy policy. You consent to the use by IADTB of such information in accordance with IADTB privacy policy.

15.2 In the event that you do not wish to receive marketing correspondence from IADTB a written request or email should be sent to the contact details set out in Clause 19.

16. Changes by Us

16.1 An Online Course description constitutes only an indication of what the Online Course is planned to accomplish. The Online Course description does not form part of the Contract between you and us. We will use our reasonable endeavours to provide an Online Course as described.

17. Inconsistency of Terms

17.1 If there is any conflict between these Terms and Conditions of Online Courses, any applicable Additional Online Terms and Conditions and the Terms and Conditions of Website Use, the conflict shall be resolved according to the following order of priority;

1. the Additional Online Terms and Conditions;
2. the Terms and Conditions of Online Courses; and
3. the Terms and Conditions of Website Use.

18. General

18.1 IADTB reserves the right to recover any reasonable debt collection costs in connection with the Online Terms.

18.2 IADTB may update or amend the Online Terms from time to time to comply with law or to meet its changing business requirements or to correct any errors without notice to you. Any updates or amendments will be posted on the Website.

18.3 You may not assign or sub-contract any of your rights or obligations under the Online Terms to any third party unless agreed to by IADTB pursuant to Additional Online Terms and Conditions.

18.4 IADTB may assign, transfer or sub-contract any of its rights or obligations under the Online Terms to any third party at its discretion.

18.5 No failure or delay by IADTB in exercising any right or remedy under the Online Terms shall operate as waiver of that right or remedy or shall affect its ability to subsequently exercise that right or remedy. Any waiver must be agreed by IADTB in writing.

18.6 If any of the Online Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of the Online Terms shall remain in full force and effect.

18.7 Any notices required to be served on you by IADTB under the Online Terms will be deemed properly served if emailed or posted to the email address or address notified by you to IADTB, respectively. Any notices required to be served on IADTB by you will be deemed properly served if sent by email or post to the address set out in Clause 19.

18.8 A notice sent by post is deemed to be given on the day it was posted as evidenced by the sender. A notice sent by email is deemed to be given on the day it was sent.

18.9 The Contract between you and IADTB will be concluded in English only.

18.10 The Contract between you and IADTB is not intended to be for the benefit of any third party, and shall not be exercised by any other person under the Contract (Rights of Third Parties) Act 1999 or otherwise.

18.11 The Online Terms, and any other matters arising out of or in relation to the Online Terms, are governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with the Online Terms.

19. Contact us www.iadtb.com
Email: iadtbinfo@gmail.com

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