APBC
THE ASSOCIATION OF PET BEHAVIOUR COUNSELLORS CIC

APBC Membership Agreement & Code of Conduct

This Membership Agreement and Code sets out certain minimum standards for conduct with which Members of the Association of Pet Behaviour Counsellors CIC are required to comply.

Any disciplinary function of the APBC Board of Directors shall be guided by the Code of Conduct but mention or lack of mention in the Code of Conduct of a particular act or omission shall not be taken as conclusive on any question of professional conduct.

Full and Associate members must comply with all aspects of the Code; Student, Academic and Non-Practising members must comply with such aspects that apply to their level of study and research. Definitions of membership levels can be found below.

1. Membership Agreement

1.1 Alterations to this agreement and Code of Conduct

The APBC reserve the right to change the Code of Conduct at the discretion of the APBC Board of Directors. The membership will be given 8-weeks' notice of any amendments taking place and will be invited to comment prior to the alterations taking effect.

1.2 Suspend or Withdraw Membership

The APBC reserves the right to suspend or withdraw membership should a member breach this agreement and/or the Code of Conduct in accordance with Clause 10.1/2/3 or the Articles of Association.

1.3 Membership Benefits and Fees

Any benefits (e.g. discounts etc.) provided by the APBC to the membership are not guaranteed and can be altered or withdrawn at any time by the Board of Directors, if they are considered no longer reasonably practical to the company. The APBC reviews the terms of membership annually and reserves the right to alter the membership fees at the discretion of the APBC Board of Directors.

1.4 Governing law and jurisdiction

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including noncontractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

1.5 Severance

If any provision or part-provision of this agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

1.6 Entire agreement

This agreement and the pre-contractual information (provided during the application process) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

1.7 Conflict of provisions

If there is an inconsistency between any of the provisions of this agreement and the provisions of the Schedules, the provisions of this agreement shall prevail.

1.8 Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

An authorised representative must be agreed in writing with the APBC unless the authorised representative is an instructed solicitor, barrister, or appropriate CILEX member (or, where appropriate, the international equivalent of a solicitor or barrister).

1.9 Third party rights

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

1.10 ABTC Code of Professional Conduct

Where any principles of this agreement and Code come into conflict with the Animal Behaviour and Training Council's (ABTC) Code of Professional Conduct, the ABTC's Code takes precedence.

1.11 Data protection

The APBC may be required to share your personal data with external organisations (such as the ABTC) to facilitate delivery of your membership. By joining the APBC, you are consenting to this data sharing to occur. The APBC will handle your data securely and in accordance with GDPR, the Data Protection Act 2018, and any other laws that are or become relevant. The APBC will retain your data only for as long as is necessary which will usually mean no longer than 6 years from the date that your membership to the APBC expires.

2. General

A Pet Behaviour Counsellor (PBC) has expertise in dealing with the behaviour of individual animals which has resulted in one or more of the following: a decrease in the quality of life of the animal or its owner, or other animals or people; threat or potential threat to human or animal safety; nuisance or perceived nuisance to members of the public.

PBCs have completed training to an approved level commensurate with their membership so that they have an understanding of the principles applicable to all relevant vertebrate species.

In all their work PBCs shall conduct themselves in a manner that does not bring into disrepute the discipline and the profession of animal behaviour. They shall value integrity, impartiality and respect for persons and evidence and shall seek to establish the highest ethical standards in their work. Taking account of their obligations under the law, they shall hold the interest and welfare of those in receipt of their services to be paramount at all times and ensure that the interests of participants in

any research are safeguarded. They must familiarise themselves and comply with all relevant legislation, including that regarding animal welfare and the provision of psychological services, and the codes of practice of the appropriate professional bodies, such as the Royal College of Veterinary Surgeons and the British Psychological Society.

3. Competence

PBCs shall endeavour to maintain and develop their professional competence, to recognise and work within its limits, and to identify and ameliorate factors which restrict it.

Specifically, they shall:

3.1 refrain from laying claim, directly or indirectly, to qualifications or affiliations they do not possess, from claiming competence in any particular area of applied animal behaviour in which they have not established their competence, and from claiming characteristics or capabilities for themselves or others which they do not possess;

3.2 recognise the boundaries of their own competence and not attempt to practise any form of applied animal behaviour for which they do not have an appropriate preparation or, where applicable, a specialist qualification;

3.3 take all reasonable steps to ensure that their qualifications, capabilities or views are not misrepresented by others, and to correct any such misrepresentations;

3.4 where the services they judge to be appropriate are outside their personal competence, give every reasonable assistance towards obtaining those services from others who are appropriately qualified to provide them;

3.5 receive cases on referral from a veterinary surgeon or otherwise take all reasonable steps to rule out or identify medical conditions that may be contributing to undesirable behaviour (members can see further guidelines regarding veterinary referral here);

3.6 take all reasonable steps to ensure that diagnosis and treatment of medical disorders in an animal that may be associated with a problem behaviour are carried out by a veterinary surgeon or other person designated as appropriate by relevant legislation;

3.7 take all reasonable steps to ensure that those working under their direct supervision comply with each of the foregoing, in particular that they recognize the limits of their competence and do not attempt to practise beyond them.

4. Obtaining consent

PBCs shall normally carry out investigations or interventions only with the valid consent of participants, having taken all reasonable steps to ensure that they have adequately understood the nature of the investigation or intervention and its anticipated consequences.

Specifically, they shall:

4.1 refrain from making exaggerated, sensational and unjustifiable claims for the effectiveness of their methods and products, from advertising services or products in a way likely to encourage unrealistic expectations about the effectiveness of the services or products offered, or from misleading those to whom services are offered about the nature and likely consequences of any interventions to be undertaken;

4.2 take all reasonable steps to ensure that the consent of those to whom interventions are offered obtained is valid;

4.3 recognise and uphold the rights of recipients of services to withdraw consent to interventions or other professional procedures after they have commenced and terminate or recommend alternative services when there is evidence that those in receipt of their services are deriving no benefit from them.

5. Confidentiality

PBCs shall maintain adequate records, but they shall also take all reasonable steps to preserve the confidentiality of information acquired through their professional practice and to protect the privacy of individuals or organisations about whom information is collected or held. In general, and subject to the requirements of law, they shall take care to prevent the identity of individuals or organisations being revealed, deliberately or inadvertently, without their expressed permission.

Specifically, they shall:

5.1 endeavour to communicate information obtained through practice in ways which do not permit the identification of individuals or organisations;

5.2 convey personally identifiable information obtained in the course of professional work to others only with the expressed permission of those who would be identified, (subject always to the best interests of recipients of services and subject to the requirements of law and agreed working practices) except that when working in a team or with collaborators they shall endeavour to make clear to recipients of services or participants in research the extent to which personally identifiable information may be shared between colleagues or others within a group receiving the services;

5.3 in exceptional circumstances, where there is sufficient evidence to raise serious concern about the safety or interests of recipients of services, or about others who may be threatened by the recipient's behaviour, may take such steps as are judged necessary to inform appropriate third parties without prior consent after first consulting an experienced and disinterested colleague, except that where such information has been obtained from a member of another profession, the rules of that profession for such disclosure shall apply;

5.4 take all reasonable steps to ensure that records over which they have control remain personally identifiable only as long as is necessary in the interests of those to whom they refer, and to render anonymous any records under their control that no longer need to be personally identifiable for the above purposes;

5.5 only make audio, video, or photographic recordings of recipients of services with the expressed agreement of those being recorded both to the recording being made and to the subsequent conditions of access to it;

5.6 take all reasonable steps to safeguard the security of any records they make, including those held on a computer;

5.7 take all reasonable steps to ensure that colleagues, staff, trainees and students with whom they work understand and respect the need for confidentiality regarding any information obtained.

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6. Personal conduct

PBCs shall conduct themselves in their professional activities in a way that does not damage the interest of the recipients of their services and does not inappropriately undermine public confidence in their ability or that of other animal behaviourists and members of other professions to carry out their professional duties.

Specifically, they shall:

6.1 ensure that the service provided is competent and delivered in a timely manner, and takes account of their client's attributes, needs and circumstances;

6.2 refrain from improper conduct in their work as animal behaviourists that would be likely to be detrimental to the interests of recipients of their services or participants in their research;

6.3 neither attempt to secure nor to accept from those receiving their service any significant financial or material benefit beyond that which has been contractually agreed, nor to secure directly from them any such benefit for services which are already rewarded by salary;

6.4 not exploit any relationship of influence or trust which exists between colleagues, those under their tuition, or those in receipt of their services to further the gratification of their personal desires;

6.5 not allow their professional responsibilities or standards of practice to be diminished by considerations of religion, sex, race, age, nationality, party politics, social standing, class, self-interest or other extraneous factors;

6.6 refrain from practice when their physical or psychological condition, as a result of for example alcohol, drugs, illness or personal stress, is such that abilities or professional judgement are seriously impaired;

6.7 value and have respect for all relevant evidence and the limits of such evidence when giving behavioural advice or expressing a professional opinion;

6.8 value and have respect for scientific evidence and the limits of such evidence when making public statements that provide information about animal behaviour and animal welfare;

6.9 refrain from claiming credit for the research and intellectual property of others and give due credit to the contributions of others in collaborative work;

6.10 take steps to maintain adequate standards of safety in the use of all procedures and equipment used in professional practice;

6.11 bring allegations of misconduct by a professional colleague to the attention of those charged with the responsibility to investigate them, doing so without malice and with no breaches of confidentiality other than those necessary to the proper investigatory processes and when the subject of allegations themselves, they shall take all reasonable steps to assist those charged with responsibility to investigate them.

7. Complaints and Disciplinary Procedure

The APBC Board of Directors has a procedure for dealing with complaints and issues relating to conduct to enable the investigation of allegations of misconduct against a Member. All investigations are conducted in private and all Members must assist with the investigation. Details of how to make a complaint about the conduct of an APBC Member can be found here.

8. Liability

The Association of Pet Behaviour Counsellors CIC shall not be liable to Members or their clients for any claims, losses, damages or other expenses (either direct, special or consequential) arising as a result of any dispute between a Member and their client or a third party in relation to any professional advice or treatment given. PBCs shall hold professional indemnity and public liability insurance at an adequate level and sufficient to meet any liabilities which might arise as a result of their professional practice. Membership and renewal of membership shall be dependent upon the production of proof of such insurance and shall be deemed to have been withdrawn if such insurance lapses.

9. Descriptions and Logo Use

All Members will provide agreement of the following Statement on acceptance to the APBC and on the annual renewal form:

“I confirm that my website, social media pages, email signatures and all other advertising and promotional materials, conform to the APBC Code of Conduct, the ABTC Code of Professional Conduct, and the ABTC ethical advertising policy.”

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Logo Use

9.1 Only Full Members are entitled to use the APBC logo.

The APBC logo is trademarked with the Intellectual Property Office. If anyone who is not a current Full member were to use the term or logo, the Association would firstly request removal and, if this request was not complied with, then the APBC may seek an injunction or take other legal measures to restrain the person concerned from wrongly representing themselves.

Student, Associate, Academic members or those who are non-practising are not allowed to use the APBC logo.

Student and Associate members of the APBC cannot use any APBC or ABTC logos, regardless of whether for ABT or CAB roles.

If the individual is registered with an ABTC practitioner organisation for the register of AT or ATI, then they can continue to use those logos, as these are not relevant to their APBC membership.

Marketing Wording

9.2 General

Only current Full members of the Association of Pet Behaviour Counsellors CIC may use the term "Member of the Association of Pet Behaviour Counsellors CIC".

9.3 Full ABT Members

Full ABT members must not imply through their website or other media that they *independently* undertake behaviour cases (i.e. that they are acting as a CAB) under the auspices of either the APBC or ABTC.

Full ABT members must state clearly, near the APBC and ABTC logo, and elsewhere as relevant, the following:

"As an ABT Full member of the ABPC, I am able to provide preventative and first-aid behavioural advice to owners/handlers and/or co-professionals and implement behaviour modification and/or environmental modification plans, developed by a Clinical Animal Behaviourist (CAB) or Veterinary Behaviourist (VB) following assessment/evaluation of the animal by that same CAB or VB."

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9.4 Associate Members

Associate members (CAB and ABT) can have their membership certificate up on their website etc. This *must* have the following wording alongside.

Note: Only the following specific form of words may be used by Associate Members to describe themselves:

***For Associate CAB Members**:*

Associate members have demonstrated that they have the appropriate level of Knowledge and Understanding for the professional role of Clinical Animal Behaviourist (CAB). They are now gaining the practical experience necessary to be assessed as a CAB and therefore become a Full member of the APBC. The APBC supports its Associate members undertaking behaviour consultations.

For Associate ABT Members:

Associate members have demonstrated that they have the appropriate level of Knowledge and Understanding for the professional role of Animal Behaviour Technician (ABT). They are now gaining the practical experience necessary to be assessed as an ABT and therefore become a Full member of the APBC. The APBC supports its Associate ABT members in providing preventative and first-aid behavioural advice to owners/handlers and/or co-professionals and in implementing behaviour modification and/or environmental modification plans, developed by a Clinical Animal Behaviourist (CAB) or Veterinary Behaviourist (VB) following assessment/evaluation of the animal by that same CAB or VB.

Using descriptions of Associate membership other than the above could result in membership being suspended or withdrawn.

9.5 Associate ABT Members

Associate ABT members must not imply through their website or other media that they *independently* undertake behaviour cases (i.e. that they are acting as a CAB) under the auspices of either the APBC or ABTC.

9.6 Student Members

Student membership is open to those who are not practising behaviour work and are currently in the process of studying for a qualification relevant to animal behaviour at FHEQ Level 3 or above, with

the intention of becoming an Animal Behaviour Technician or Clinical Animal Behaviourist.

This is to ensure there is no confusion in the minds of the public and co-professionals of the different APBC membership categories.

Student members of the APBC are working towards the role of ABT or CAB.

They can state the nature of their affiliation with the APBC verbally or within the body of any text and may describe themselves in the body of text as,

"I am a Student Member of the Association of Pet Behaviour Counsellors CIC (APBC) studying (name of course) at (name of university/organisation). I am not a practising member of the APBC".

Using descriptions of Student membership other than this could result in membership being suspended or withdrawn.

9.7 Academic Members

The Academic Member category is a non-practising category within the APBC. We recognise these members for their contribution to the field of animal behaviour either through research or their position within a teaching institution. We appreciate that some Academic members may still see a small number of behaviour cases/clients on occasion, but this is on the understanding that such cases would not fall under the jurisdiction of the APBC, its code of conduct for practitioners nor its complaints procedure. This must be made clear to clients and in any advertising of behavioural services. Furthermore, Academic members cannot take part in the APBC practitioner insurance scheme.

9.8 Retired and Career Break Members

These are non-practising categories within the APBC. We appreciate that some Retired / Career Break members may still see a small number of behaviour cases/clients on occasion, but this is on the understanding that such cases would not fall under the jurisdiction of the APBC, its code of conduct for practitioners nor its complaints procedure. This must be made clear to clients and in any advertising of behavioural services. Furthermore, these members cannot take part in the APBC practitioner insurance scheme.

9.9 Limitation and Duration of Remaining a Student Member

A Student member must supply proof, if asked, of their continuing academic studies at each annual

renewal. If they are no longer a current student their membership will be withdrawn unless they have then applied for Associate status.

10. Continuing Professional Development (CPD)

All practising members must ensure that they have achieved the stipulated amount of CPD prior to membership renewal as set out by the APBC and ABTC.

Signed - on behalf of the APBC -

Name _____

Role _____

Signature _____

Date _____

Signed - on behalf of the Member -

Name _____

Membership Type _____ (e.g. Full CAB member etc.)

Signature _____

Date _____