

## **Terms & Conditions and course conditions**

### **1. Enrolment**

- 1.1 The enrolment is to be done either by filling in the online form ([www.fairtrain.ch](http://www.fairtrain.ch)) or by e-mail. The enrolment is binding. The number of participants in the **fairtrain GmbH** courses is limited and places are allocated on a first-come-first-served basis.
- 1.2 When registering, the insurance company with which the liability insurance as a dog owner exists and the sum insured per loss event must be stated. With regard to pet owner liability, reference is also made to Art. 56 OR.

### **2. Pricing**

- 2.1 **fairtrain GmbH** uses vouchers that are valid for 10 lessons for which participants will be invoiced in advance. Prices can be found on a separate price list.
- 2.2 Payment of the course fee is due with the course confirmation, payable no later than 1 week after the start of the course by bank transfer to the account of Zürcher Kantonalbank, Zurich. The place on the desired course is not definitively reserved until payment has been received. Private lessons and behavioural consultations are invoiced at the end of each month. The payment deadline for all invoices is 7 days.
- 2.3 In the event of late payment, a reminder fee of CHF 10.00 will be charged from the second reminder. After the third reminder, debt collection proceedings will be initiated.
- 2.4 Workshops and seminars are invoiced individually and have special terms and conditions.

### **3. Cancellation of lessons**

- 3.1 Once a voucher (valid for 10 lessons) has been purchased, the client agrees to participate 10 lessons. Vouchers are non-refundable (exceptions are death or accidents/illness of the dog).
- 3.2 Vouchers for weekly or biweekly courses must be used up within 4 months. After said period, the vouchers are invalid.
- 3.3 One excused absence per 10-session subscription is permitted. After receipt of the subscription invoice, the date of absence must be notified within a period of 5 days (by e-mail to [info@fairtrain.ch](mailto:info@fairtrain.ch)). If **fairtrain GmbH** does not receive any information within this period, all dates will be charged. EXCEPTION: Injuries / accident / illness / dog in heat. In these cases the lesson will not be charged. From the 2nd lesson onwards, a confirmation from the vet must be submitted.
- 3.4 Participation in private lessons can be postponed in consultation with the trainer - see section 4.4 / 4.5.
- 3.5 The trainers reserve the right to postpone course dates in consultation with the participants in the event of illness, accident or further training.

### **4. Cancellation of courses**

- 4.1 Cancellation of a 10-lesson subscription is possible up to 2 weeks before the start of the course (this does not apply to workshops, seminars and private lessons) and must be made in writing. In the event of later cancellation, the full amount of the subscription must be paid.
- 4.2 **fairtrain GmbH** may cancel or postpone courses and/or workshops if there are not enough enrolments or due to unexpected events.
- 4.3 In the event of bad weather conditions (very low or extremely high temperatures, lots of snow and thunderstorms, etc.), **fairtrain GmbH** will decide whether the course (group courses and individual lessons) will be held. The trainer team reserves the right to postpone (ALL) courses to the training hall in certain weather conditions (wet ground and high risk of injuries for Agility / Nadac). These courses will be charged in any case. Participants will be informed in advance by SMS/WhatsApp.
- 4.4 Cancellation of behaviour counselling / individual coaching / private lessons: Appointments cancelled or postponed by the client less than 24 hours in advance will be charged at half (50%) of the lesson price.
- 4.5 **fairtrain GmbH** reserves the right to cancel or postpone individual lessons (behavioural counselling / individual support / individual coaching / private lessons) in the event of unexpected events.

## **5. Parking spaces**

- 5.1 There are 4 parking spaces in front of the building in Jonentalstrasse 9, 8913 Ottenbach marked grey that belong to **fairtrain GmbH** and may be used by clients. Clients are **ONLY** allowed to park their vehicles in these spaces. In case of courses with more than 4 participants, the fairtrain team will instruct where to park. It is **PROHIBITED** to park in front of the letter box or the gate of the landlord. There is also no parking allowed for going for a walk with the dog without participating in a specific booked course.

## **6. Behaviour during courses**

- 6.1 Dogs must be walked on leashes from the parking lot to the training ground.  
6.2 Dogs are to be kept on leashes during lessons and while waiting. Please only let your dogs run free when the trainer says so.  
6.3 If clients behave inappropriately, recklessly or cruel towards their own or other dogs, **fairtrain GmbH** may exclude clients from courses. If clients are excluded, they will not be refunded.  
6.4 Trainers ought to be informed of known problematic behaviours of dogs (e.g. aggressive behaviour towards people or dogs), illnesses and injuries or when bitches are in heat.  
6.5 The training ground and direct surroundings is a strict non-smoking area.  
6.6 We wish to set an example: Clients must conduct themselves politely and appropriately; they ought to be considered towards the environment, people and animals. Dog faeces must always be picked up and be disposed of properly (even when there is snow).  
6.7 Dog faeces on the training ground and on the way to the training ground must be picked up and ought to be put into robidog-bags. Rubbish bins for robidog-bags are provided on the training ground.

## **7. Borrowing material**

- 7.1 Borrowed materials that belong to **fairtrain GmbH**, such as leashes, harnesses, books, DVDs, toys etc., must be handled with care and must be returned within the agreed period. Clients will be charged for damaged materials or materials that have not been returned. Lent harnesses should please be returned washed.

## **8. Children's participation**

- 8.1 Children are welcome to the courses.  
8.2 Parents are responsible for leading, watching and training the dogs.

## **9. Copyright**

- 9.1 All materials and documentations that **fairtrain GmbH** provides are protected under copyright law. They are for personal use only. Duplication and distribution of any materials is only allowed if **fairtrain GmbH** has given written permission.

## **10. Exclusion of liability, insurance**

- 10.1 Dog owners are responsible for themselves and their dogs during courses. Owners must have liability insurance.  
10.2 **fairtrain GmbH** is only liable in case of gross and deliberate negligence on their own part.  
10.3 It is not permitted for clients to use the training ground or the on site materials in absence of a **fairtrain GmbH** trainer.

## **11. Place of jurisdiction**

- 11.1 Place of jurisdiction is the **fairtrain GmbH** headquarter. Swiss law is applicable.

Mettmenstetten, July 2024