

## **Terms & Conditions**

### **1. Enrolment**

1.1 The enrolment is to be done either by filling in an online form ([www.fairtrain.ch](http://www.fairtrain.ch)), by e-mail or by post. The enrolment is binding. The number of participants in the **fairtrain** courses is limited and places are allocated on a first-come-first-served basis.

### **2. Pricing**

- 2.1 **fairtrain** 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 Courses can be paid for as soon as **fairtrain** has confirmed the client's participation and are due 1 week after the course's commencement at the latest. The payment is to be made to the Zürcher Kantonalbank account. The client's place in the course is only reserved definitively once the payment has been received. Individual lessons are usually invoiced and to be paid within 10 days.
- 2.3 Workshops and seminars apply to specific terms & conditions.

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

- 3.1 Once a voucher (valid for 10 lessons) has been purchased, the client agrees to participate in 10 lessons. Vouchers are non-refundable (exceptions are death or accidents/illness of pet owners and/ or pets).
- 3.2 Vouchers for weekly courses must be used up within 6 months; vouchers for biweekly courses must be used up within 8 months. After said period, the vouchers are invalid.
- 3.3 Upon receipt of the new course dates (January and July), participants have the possibility to cancel within 10 days for max. 3 dates for the period from January to July (7 months) and for max. 2 dates from August to December (5 months). These lessons will then not be charged. This information must be sent by e-mail to [info@fairtrain.ch](mailto:info@fairtrain.ch). If fairtrain does not receive any information within the given period, then all dates will be charged. For new customers who join within a half year, they can inform us during the 10 days after registering for a course when they will be absent. After that, the procedure is the same as described above.
- 3.4 Private lessons may be postponed if the trainer agrees.
- 3.5 Trainers may postpone lessons due to illness, accidents or further training; clients will be notified.

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

- 4.1 Trainers may cancel courses up to 2 weeks prior to the course's commencement (workshops and seminars not included) which must be done in writing. If the due date is missed, trainers will be charged CHF 100.00.
- 4.2 **fairtrain** may cancel or postpone courses and/or workshops if there are not enough enrolments or due to unexpected events. Clients will be refunded in full.
- 4.3 **fairtrain** will decide whether courses (group courses or individual lessons) will indeed take place in case of bad weather conditions (very low or very high temperatures, large amounts of snow, thunderstorms etc.). Participants will be informed by text message in advance.

### **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** 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 spaces 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** 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 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. There are rubbish bins for robidog-bags on the training ground.

## **7. Borrowing material**

- 7.1 Borrowed materials that belong to **fairtrain**, 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.

## **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** provides are protected under copyright law. They are for personal use only. Duplication and distribution of any materials is only allowed if **fairtrain** 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** is only liable in case of gross and deliberate negligence on their own part. **fairtrain** is not liable in case of ordinary negligence.
- 10.3 It is not permitted for clients to use the training ground or the on site materials in absence of a **fairtrain** trainer.

## **11. Place of jurisdiction**

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

Knonau, July 2023