

# LUCKY-DOG-CENTER

**DOREEN SCHREINER-TILINCA, DOG PSYCHOLOGIST NTR**

DOG PSYCHOLOGY 🐾 DOG SCHOOL

CROSSDOGGING 🐾 DOG-WALKING

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## GENERAL TERMS AND CONDITIONS

### 1. Scope

- 1.1 The following general terms and conditions apply to all legal acts of the dog school, Lucky-Dog-Center, Doreen Schreiner-Tilinca, as well as its employees in the following referred to as "LDC", according to this contract with its contractual partner, in the following referred to as „participant“.
- 1.2 Changes to these terms and conditions will be communicated to the dog owner in writing. The notification can also be made by publication on the website of LDC. The changes are considered approved if the dog owner does not submit an objection in written form. The dog owner must send the objection to the organization within two weeks after notification of the changes.

### 2. Subject matter, conclusion of the contract, cancellation, and withdrawal

- 2.1 LDC offers training and educational events for dogs as well as coaching events and seminars for dog owners. A precise designation and listing of the range of services will be announced by LDC in its internet presence and media otherwise used by it.
- 2.2 The basis of our offers is the respective service description of the event which can be called up in the booking portal. The contents of the respective events can be found in this service description.
- 2.3 The booking is made by the participant at the same time for all other participants listed in the booking, for whose payment obligations and other contractual obligations the participant is liable as for his own obligations.
- 2.4 By transmitting and confirming a completed and signed registration form by mail, fax, electronic mail or by verbal agreement and subsequent submission of a written registration form, a service contract according to § 611 BGB (German Civil Code) is concluded with LDC. A certain success is accordingly not guaranteed by LDC; this depends essentially on the cooperation of the participants.
- 2.5 With his registration form, the participant registers bindingly for one or more events. The registration can only be cancelled by the participant up to 24 hours before the start of the respective event(s). If the participant cancels his registration form later or not at all, the full amount of the fee is due. Cancellation of participation in private lessons does not reduce the flat monthly or package price.
- 2.6 In case of a group registration, LDC concludes a participation contract with the registering person about and for the whole group. It is binding for each group participant. Clause 2.3 shall apply accordingly.

- 2.7 LDC reserves the right to cancel the organization of the event up to 24 hours before the start of the event after exhausting all possibilities if this is not reasonable for it because the booking volume for this event is so low that the costs incurred in relation to the event would mean exceeding the economic sacrifice limit.
- 2.8 However, LDC shall only have the right of withdrawal if it proves the circumstances leading to the withdrawal and has made the Participant a comparable substitute offer.
- 2.9 If the participant does not make use of the replacement offer, the participation fee paid will be refunded immediately. Beyond this, he/she shall not be entitled to any claims for compensation.
- 2.10 Private lessons and other events clause for individual participants will be coordinated and scheduled individually with the participant(s). The prices for these are set separately and are also payable in advance in each case, at the latest at the beginning of the booked hour. Especially for booked packages, a refund of the paid amount is not possible if the service is offered by LDC.
- 2.11 Private lessons and other individually agreed appointments must be cancelled by the participant with a notice period of 24 hours before the agreed appointment. If a cancellation is made later, regardless of the reason, or the participant does not appear at the appointment, the participant must pay a cancellation fee of 28.00 euros incl. VAT to LDC.

### **3. Contract period and remuneration**

- 3.1 The contract begins and ends at the specific and individually agreed time.
- 3.2 By sending his order via the button "Book with obligation to pay & binding", the participant bindingly declares his contractual offer.
- 3.3 The contract is concluded upon receipt by the participant of our booking confirmation, which contains all essential information about the booked event. The booking confirmation can be sent by mail or e-mail.
- 3.4 Registrations for events will be considered in the order in which they are received. If the registration deadline has expired or the maximum number of participants has been exceeded, participation in the event cannot be guaranteed.
- 3.5 The transmission of the booking by sending the order via the button "Book with costs & binding" does not constitute a claim of the participant to the conclusion of the contract. The contract shall only be concluded upon receipt of the booking confirmation by the customer. The booking confirmation can be sent by mail or e-mail.
- 3.6 The participation fee for the respective event is based on the current price table of the LDC at the time of the conclusion of the contract.
- 3.7 All participation fees are due for payment without any deductions upon issuance of the invoice, at the latest, however, at the beginning of the event. In case of late payment, LDC is entitled to exclude the participant or his/her dog from participation. The date of receipt of payment by LDC is decisive. LDC reserves the right to claim compensation from the participant for any damage resulting from non-participation.
- 3.8 Discounts are only valid for the specified promotion period. Subsequent consideration of discounts after the end of the promotional period is not possible. A payout of discounts or vouchers is excluded.
- 3.9 Cash expenses and special costs incurred by the LDC at the express request of the Participant will be charged at cost price.
- 3.10 If the customer is in default of payment, the statutory provisions on default of payment shall apply.

- 3.11 Discounts and other deductions from the invoice amount shall only be granted on the basis of a special agreement.

#### **4. Scope of services and unused services**

- 4.1 The scope of services depends on the respective description in the service offer or on the individual agreements between LDC and dog owner. The entitlement to benefits to which the dog owner is entitled is not transferable.
- 4.2 LDC reserves the right to charge the entire participation fee nevertheless, if individual agreed services are not used by a dog owner. This does not apply if the dog owner proves that LDC has suffered no or only minor damage.

#### **5. General conditions**

- 5.1 A valid dog owner liability insurance must be available for each participant. Proof of insurance must be submitted with the registration form.
- 5.2 LDC or the trainer/coach/event manager appointed by it is authorized to issue instructions to the participants for the duration and within the scope of the event.
- 5.3 Each dog owner must inform the seminar leader or trainer before the start of the event of any behavioral problems such as aggressive or fearful behavior of the dog, problems or special characteristics of the participating dog that have become known to him in the past.
- 5.4 If the participant or his/her dog disrupts the event so that a smooth and safe course can no longer be guaranteed, LDC reserves the right to exclude the participant or dog from the event without reimbursement of the participation fee. The participant is at liberty to provide evidence of expenses saved by LDC.
- 5.5 Each participant is obliged to avoid dirtying the premises of the LDC. This also includes the removal of dog excrement and, if applicable, urine of the own dog, as well as the reporting of property damaged by the participant - for example, by backing out with the car.
- 5.6 Participants undertake not to be under the influence of alcohol or other narcotics that may impair their ability to react and their physical well-being. The participant must inform LDC or the trainer/coach/event manager appointed by LDC of any health-related impairments before the start of the event without being asked to do so. In case of violation LDC is entitled to exclude the participant or his dog from the event.
- 5.7 Each participating dog must have a complete vaccination protection (puppies appropriate). A current vaccination certificate must be submitted with the registration form. By submitting the registration form, the participant assures that the dog is healthy, does not pose a risk of infection to humans or animals, is free of vermin and is physically up to the demands of the class.
- 5.8 In the event of health problems occurring during the event or aggressive behavior of the dog that is contrary to further participation in the event, LDC is entitled to exclude the dog in question from the event. LDC reserves the right to charge the participation fee proportionally. The participant is at liberty to provide evidence of lower expenses.
- 5.9 Every participating dog must have clear contact information of its owner on the collar. This can be ensured, for example, in the form of a "Tasso tag". If the dog does not wear such a tag or similar, this is done against the express advice of the LDC and the participant bears the full risk in the event of the dog running away.

- 5.10 LDC reserves the right to refuse or temporarily exclude participants or dogs from participation without giving reasons.
- 5.11 Sick dogs and female dogs in heat are excluded from participation - except by arrangement.
- 5.12 LDC reserves all rights to the seminar documents. No part of these documents may be processed, reproduced, distributed or publicly disclosed in any form whatsoever without the permission of LDC.

## **6. Liability**

- 6.1 LDC is liable in cases of intent or gross negligence according to the statutory provisions. For the slightly negligent breach of essential contractual obligations, however, the dog owner is liable only up to the amount of the contract-typical, foreseeable damage, unless there is liability due to injury to life, body, or health. The dog owner is liable for the fault of vicarious agents and representatives to the same extent.
- 6.2 LDC is not liable to the participant for damage caused by third parties and/or their dogs. The participant indemnifies LDC against claims made by third parties against LDC in relation to the participant or the participant's dog.
- 6.3 Persons accompanying the participants are to be informed by the participant about the existing exclusion of liability. Any participation in the various activities of the LDC is exclusively at the participant's own risk.
- 6.4 For unleashed running of the dog, both in fenced and in free terrain, the dog owner expressly always bears the sole and full risk as well as the sole and full responsibility.
- 6.5 Liability for lost dogs by the LDC, as well as its owners and employees, is excluded in any case.

## **7. Other regulations**

- 7.1 Should individually provisions of this contract be or become invalid, the validity of the remaining clauses shall remain unaffected. In the event of an invalid clause, the parties shall be obliged to negotiate a valid replacement clause which comes as close as possible to the economic purpose pursued by them with the invalid clause.
- 7.2 Verbal collateral agreements do not exist.
- 7.3 All amendments or supplements to the contract must be made in writing to be effective. This shall also apply to the amendment of this written form clause itself. The written form requirement, however, shall not apply to agreements made orally between the parties directly after the conclusion of the contract.
- 7.4 The invalidity of individual clauses shall not result in the invalidity of the entire contract.

## **8. Place of fulfillment and jurisdiction**

The place of fulfillment is the place where the service was provided. The place of jurisdiction for any disputes arising from this contract shall be Homburg.

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