



“DOG GARDEN” AND “HUNDESCHULE BEIDER BASEL” TERMS AND CONDITIONS



All bookings and services of “Dog Garden” (henceforth referred to as “DG”) and “Hundeschule beider Basel” (henceforth referred to as “HBB”) are subject to these Terms and Conditions.

The Terms and Conditions set out an agreement between “you” the client and DG and HBB. The Terms and Conditions is applicable for all services offered by DG and HBB.

We reserve the right to change these Terms and conditions at any time. Any changes will take immediate effect and it is the responsibility of our clients to read these. Please read the Terms and Conditions carefully, and keep a copy of this for your reference.

With your booking, respectively requesting the services, of DG and/or HBB you do accept the Terms and Conditions.

DESCRIPTION OF OUR SERVICES

DG and HBB is providing you with dog walking, dog sitting and dog training services in groups or privately, online or in person. (henceforth referred to as “services”)

TERMS APPLICABLE FOR ALL SERVICES

In order to prevent misuse of services, DG and HBB shall ask you to verify your identification data eventually when you use DG’s and HBB’s services for the first time.

You ensure that DG and HBB is informed of your and your trusted person’s emergency contact details in order for DG and HBB to be able to contact you or your trusted person if required.

You provide copy of your dog’s passport with proof of the vaccinations that we can keep with us to show in case authority may require it.

In the event of inclement weather, act of terrorism, war, diseases or other occurrences outside of the control of DG and HBB, we shall endeavor to do the best by you and your dog(s) and provide the service requested by you, but may need to recruit a third party’s help under such circumstances or cancel the requested services.

LIABILITY

DG and HBB possesses a valid business liability insurance.

You are obligated to ensure having valid liability insurance cover for your dog(s). You accept liability and responsibility for all damages caused by your dog(s), including in vehicles or in premises used by DG and HBB. This is also applied to rough contamination through the dog(s). DG and HBB is allowed to charge you for the clearance of damages or rough contamination.

We do recommend that your dog(s) is insured against sickness, accident, injury in addition to the obligatory third-party liability prior to the start of any of our Services.

Whilst we endeavor to take every reasonable care at all times DG and HBB does not accept liability or responsibility for loss, personal injury, injury to animals, any kind of theft, incapacitation or death of animal(s) caused during the provision of services due to their highly unpredictable nature.

DG and HBB does not accept responsibility or liability for any accident or illness of your dog(s).

You are liable for any consequential damages incurred due to missing vaccinations required by the Swiss law (Rabies) and canine cough protection with special regards to infecting other dogs.

You agree that if your dog(s) attacks, or is involved in a fight with another dog and/or person causing injury to that dog and/or person and/or object directly or indirectly, you will be responsible for any losses incurred as a result including, but not limited to, payment of veterinary fees in respect of injuries to another animal and/or person caused by your dog(s).

DG and HBB shall not accept any liability for compensation to you concerning our services, unless the damages are caused by gross negligence or willful intent from the side of DG and/or HBB.

HEALTH AND SAFETY, VETERINARY COSTS

You must disclose any suspicion or presence of illness of your dog(s) admitted to DG and/or HBB's services. DG and HBB does not accept responsibility or liability for ill dogs and the associated consequences.

You shall be promptly informed by DG and/or HBB in the event your dog(s) experiences physical or psychological problems or if your dog(s) displays settling-in problems which exceed what is normally expected.

DG and/or HBB will use all care to ensure the happiness, safety and welfare of your dog(s). If, however your dog(s) becomes unwell or has an accident during the time using DG and/or HBB's services DG and HBB are fully authorized by these terms to seek and obtain veterinary care with release from all liabilities related to treatment, expense and transportation.

You have to make sure that your dog(s) has received all vaccinations as required by Swiss law and canine cough protection minimum 2 weeks before using our services, especially before admission to our dog boarding facility. Would this not be the case, DG and HBB can withdraw the services contract and charge you a cancellation fee of 50% of the total costs of services booked.

You agree for DG and HBB and advice from a qualified veterinary surgeon to make any decisions regarding your dog's health/welfare, providing it is acting in the best interest of your dog(s). DG and HBB will seek to contact you and/or your trusted person on the previously mentioned emergency contact number, so you or the trusted person on your behalf can make these decisions.

You agree to be responsible for payment of veterinary fees incurred. You are responsible for any veterinary bills, no matter how they incurred whilst your dog(s) is using DG and/or HBB's services.

Be aware that your female dog(s) in season cannot be admitted to our services unless not explicitly agreed with us. In the event you use DG's and HBB's services whilst your female dog(s) is in season and neglect to disclose this to DG and HBB, you will be liable in the event of any damages. Any costs thereby incurred shall be borne by you. DG and HBB can transfer your female dog(s) to a quarantine area. Any increased accommodation costs incurred shall be borne by you. The same applies in the event your female dog(s) goes in heat during her stay at DG and HBB. DG and HBB reserves the right to immediately cancel the requested services in the event any male dog(s) is using our services at the same time.

DG: DOG WALKING AND SITTING (DOG BOARDING AND DAYCARE) SERVICES

DG is authorized to perform care and services as outlined in this contract.

Trial walk(s) and day(s) at DG's dog walking & boarding facility is mandatory as it is helpful for the dog(s) and enables DG to check whether the dog(s) is able to settle in. This walk and/or stay is charged according to the price list.

DG will consult with you to provide information regarding your dog's walk, accommodation and stay at the dog boarding facility and/or the dog walking service.

You must disclose any peculiarities regarding diet and medical care upon the dog's admission to the dog boarding facility.

DG shall ensure each dog accommodated in DG's dog boarding facility and/or using other services has sufficient off-leash time on the enclosed private ground and/or on outside walks during their stay. This may also take place inside the dog boarding facility during winter months or in case of extreme weather conditions. Note that DG may provide the dog walking services across the border in Germany, respectively in France.

You shall reimburse DG for all expenses incurred during the services requested by you including, but not limited to any additional food supplies, bedding, transport, cleaning costs, legal costs and third-party care if required.

You acknowledge that your dog(s) is handed over to DG care, respectively in its services at your own risk. This expressly refers to other dogs admitted to DG's services and/or clashes between the dogs and any resulting injuries, as well as the dog's escape from the grounds or from any place where the services take place.

You shall collect your dog(s) promptly upon expiry of the agreed duration of stay. In the event of non-compliance, the dog(s) shall be handed over to an animal shelter after 10 calendar days. DG shall choose the animal shelter. The costs thereby incurred shall be fully charged to you.

Provided you give keys to your premises, in order to DG to be able to collect from and/or leave your dog(s) in your premises, DG ensures to take good care of opening and locking your premises and moving your dog(s) in and outside the building. However, DG will not accept any liability and responsibility concerning any damages happening within your premises and/or building, and/or losing the keys.

ARRIVAL AND COLLECTION TIMES (DOG WALKING AND SITTING SERVICES)

Pick up and drop off times and location will be agreed with you upfront.

In general, we go and pick up dogs in the morning between 7h30-8h30 and drop them off around 10h00 or after our early afternoon walk, usually after 15h00. The walks are happening sometime between 8h00-10h00 and/or 12h00-15h00.

DOG TRAINING

Signing up to a course will take effect by filling in the Registration Form and/or confirming via email or orally the time and date of the lesson you will be attending.

It is your responsibility to ensure you will be available for the duration of the course. Refunds for non-attendance will not be given except in exceptional circumstances and on receipt of prior notice, minimum 48 hours in advance.

Dogs must always be kept on a lead, unless told otherwise.

DG and/or HBB does not accept liability or responsibility for clashes between the dogs and any resulting injuries, as well as the dog's escape from the grounds or from any place where the services take place.

It is your responsibility to clear up and dispose of any fouling, both outside and inside the training area.

Children are welcome to attend and take part in classes but must be supervised.

RESERVATIONS AND CANCELLATIONS

Cancellation by you:

Bookings are generally binding. Cancellations are of course possible. However, reserved places cannot easily be filled at short notice. For this reason, the following rule applies to cancellations:

Dog walking & sitting services

- Up to 7 days before start of the requested services: free of charge
- From 7 days before start of the requested services: 50% of the total fee will be charged
- At start of the requested services: the total fee will be charged

Dog training services

- Up to 48 hours before start of the requested services: free of charge
- Within 48 hours before start of the requested services: the total fee will be charged

In exceptional and well-grounded cases DG and/or HBB might wave your fees on a case by case basis. (E.g.: Health issues)

Cancellations by DG and/or HBB:

In the event DG and/or HBB is unable to render the agreed services for unforeseeable event, respectively important reasons, it may cancel the requested services. DG and/or HBB can also postpone or reschedule trainings, respectively classes.

Would your dog(s) develop behavioral issues that would cause major difficulties for DG and/or HBB to provide its services or would endanger other animals, persons or objects, DG and/or HBB can cancel the requested services with immediate effect. Would you experience such behavioral issues (e.g.: your dog(s) attacking bicycles, people, kids, etc.) please immediately inform DG and/or HBB so we can seek for a sustainable solution for both you and your dog(s).

DG and/or HBB will promptly inform you and assist in the search for replacement care if applicable. In the event of contractual withdrawal by DG and/or HBB, you shall not owe DG and/or HBB any payment for non-rendered services.

PAYMENT INFORMATION

Dog walking and sitting services:

- Payment shall be made in cash or bank transfer for the entire service posteriorly, within 31 days.

Dog training service:

- Private training sessions: Payment shall be made in cash or bank transfer for the entire service posteriorly, within 31 days.

Group sessions and online sessions:

- Payment shall be made in cash or bank transfer prior to the first lesson

Transfer details:

Dog Garden by Klein, Judit Klein, Rheintalweg 64, 4125 Riehen

Bank's name: Credit Suisse

IBAN: CH31 0483 5155 4938 4100 0

BIC: CRESCHZZ80A

TWINT: +41 79 104 0334

DG and HBB reserves the right to impose a fee of CHF 30 per invoice outstanding after 31 days.

IMAGE RIGHTS AND HOMEPAGE

DG and HBB regularly publish photographs of our guests in our social media and homepage. Unless you expressly object to this, you hereby provide your consent and shall not assert any claims to images or photographs against us.

DG and HBB will seek to ensure that the information published on its website or social media platform is up to date and accurate. However, the information on the website, including but not limited to online training material, does not constitute legal or professional advice. DG and HBB does not accept any liability for damages arising from its use. In addition, DG and HBB does not accept liability or responsibility for the contents of any pages referenced by an external link.

These are our Standard Terms and Conditions and shall be enforced where it is deemed appropriate.

DG and HBB have a successful relationship with clients and in any situation will try and work with clients in the event of financial difficulty, complaint or concern, for a resolution that it mutually agreeable and suitable for all parties.

We want to work together with you, the client. We are committed to developing relationships with clients and being able to help whenever possible.

In an emergency or any questions, please contact us on any of the below contact details.



Judit Klein - Dog Garden by Klein
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