

Swiss Dog Arena

General terms and conditions (GTC)

Introduction

Agreement on the Applicability of the German Version

The following General Terms and Conditions (hereinafter referred to as „GTC“) have been carefully crafted to govern the legal relationships between Swiss Dog Arena (hereinafter referred to as the „Provider“) and its customers (hereinafter referred to as the „Customer“ or „Customers“). These GTC constitute the contractual basis for all business relationships between the Provider and the Customer and are binding for both parties.

The GTC are drafted in the German language to facilitate communication and understanding between the parties involved. In the event that these GTC are translated into another language, such translation is provided for informational purposes only. In cases of discrepancies or inconsistencies between the German version of these GTC and a translation into another language, the German version shall always prevail and shall be legally binding. The German version of the GTC is the sole legally enforceable version and will be invoked in the event of legal disputes or questions of interpretation.

By using the services or purchasing products from the Provider, the Customer acknowledges that they have understood and accepted the German version of these GTC. We strongly recommend that our Customers read the GTC carefully and, if necessary, seek independent legal advice to ensure a full understanding of the terms and rights as outlined in the German version of these GTC.

1. General

These GTC govern the generally applicable rights and obligations of the parties for all contractual relationships entered into with Swiss Dog Arena.

They form an integral part of all contracts and are tacitly accepted and complied with by the customer in the absence of any notification to the contrary.

The **house** and **parking rules** are part of these GTC and can be found in the appendix or on our website.

2. Use of the facility

The **house rules** (attached) apply to the use of the entire facility.

3. Rent

The facility can be rented through three different options:

Rent for private individuals (see item 3.1)

Rent for dog schools, clubs, associations, etc.

(short institutions)(see item 3.2)

Rent for events and seminars (see item 3.3)

The current prices can be found on the website.

Depending on the type of rental, the specific conditions below apply. The rest of these GTC apply mutatis mutandis to all contractual relationships.

3.1. Rent for private

3.1.1. Customer account/Reservations

Private customers of the SDA have the possibility to register online for a customer account. On the timetable that can be viewed there, the freely available places can be reserved at any time.

3.1.2. Invoicing

The rental fees are automatically charged to the account holder. At the end of each month, the system automatically creates an invoice for all booked hours in the billing period.

3.1.3. Perks

Exclusively for private customers and via the customer account there is also the possibility to book from 24h before the desired time at a 50% reduced price. This reservation is binding and can no longer be canceled.

3.2. Rent for institutions

This option is available exclusively to institutional tenants.

3.2.1. Customer account/Reservations

For institutional customers of the SDA there is the possibility to register online for a customer account. On the timetable that can be viewed there, the freely available places can be reserved immediately at any time.

The reservation can be canceled free of charge up to 72 hours before the booked date. After that, the reservation is considered binding and the costs will be charged.

Each account holder is responsible for reservations. If bookings are mistakenly deleted from the system, they can only be re-entered if the corresponding period has not yet been occupied.

3.2.2. Invoicing

Invoicing for rental fees is monthly by default and is sent by e-mail. After expiration of the payment deadline, SDA may block the customer account.

3.2.3. Perks

Institutions that would like to book for a whole year in advance can benefit from up to 10% discount on the total invoice. This requires a corresponding request to the management, which will check the request for its feasibility and possible scheduling conflicts. The SDA cannot guarantee that requested annual bookings will be possible and that the discount will be applied accordingly. If a request is granted, no rights can be derived from it for future years.

3.3. Rent for events and seminars

Depending on the season, duration and number of participants, SDA offers the organizer a seminar fee. The event or seminar fee is agreed as a lump sum and applies to a temporary total or partial rental of the halls.

3.3.1. Deposit/Reservation

In order for the reservation to be binding, the rental contract must be signed and any deposit paid. If a deposit is agreed, the organizer has to pay it within 7 days, otherwise the reservation expires. This reservation fee will not be refunded under any circumstances (e.g. in the event of cancellation at short notice by the organizer, etc.).

3.3.2. Payment

Payment of the rent shall be made after invoicing by SDA, payable within 30 days.

3.3.3. Additional options

Various additional options are available to the organizer within the scope of the booking and in consultation with SDA (e.g. parking reservations, etc.). All booked additional options are owed (e.g. in the event of cancellation at short notice by the organizer, etc.) and will be charged as part of the invoicing.

3.3.4. Parking spaces for events or seminars

SDA provides a limited number of parking spaces on its property. These are included in the package price. The parking tickets can be validated in the restaurant. It is strictly forbidden to validate tickets to unauthorized persons (situation is video monitored). In such cases a fine of up to CHF 50.– may be imposed.

If the registered participants exceed the available capacity, the SDA can apply to the municipality for additional parking spaces on a neighboring property. These additionally rented parking spaces are subject to a fee and will be charged as an additional option.

3.3.5. Camper places at events or seminars

If camper spaces are booked for the event/seminar, SDA will provide an online registration platform. The organizer ensures that all her participants pre-register their required parking space. Timely registration is recommended as the number of spaces is limited. The place will be charged in advance and can only be guaranteed if the parking fee has been paid. Missed registrations will be subject to a processing fee of CHF 10.– on site.

The **parking regulations** (see appendix) must be strictly observed.

3.3.6. Hall usage times for events

The hall is available to the tenant from the first day of the event from 06.00 AM until the last day of the event at 23.00 PM.

3.3.7. Order/Cleanliness

In the hall, the training courts are to be prepared as they were at the beginning of the rental period (i.e. courts empty, ring order established, material placed at the corresponding court).

The organizer is responsible for compliance with the **house rules** (see appendix). In particular, all premises (sanitary facilities, checkrooms, etc.) as well as the nearby surroundings must be left clean. If the premises become excessively dirty or if an excessive amount of waste is produced, the SDA reserves the right to charge for the resulting inconvenience or expenses.

3.3.8. Office supplies

The organizer is solely responsible for office supplies. The SDA provides office materials only to a limited extent. If required, the availability must be requested by the tenant in advance and ensured by the tenant.

4. Parking in general

SDA provides a limited number of parking spaces on its property. These are included in the rental price. Due to large events, it may happen that the available capacities are not sufficient. The SDA makes every effort to organize parking spaces in the immediate vicinity in consultation with the municipality. Exceptionally, the tenant may have to use a paid parking space in the vicinity. SDA refuses to assume the costs in these (individual) cases.

5. Disclaimer

The SDA assumes no liability for property damage, personal injury and/or financial loss resulting from the use of the exercises shown, as well as for damage, injuries caused by participating dogs. The participant is liable for any damage caused by him/herself and his/her dog. Any accompanying persons are to be informed of the exclusion of liability by the participant. SDA further assumes no liability for parked vehicles or campers.

All insurances are the responsibility of the renter/participant/organizer.

6. Place of jurisdiction / Applicable law

The place of jurisdiction is Bern and Swiss law is exclusively applicable.

Münsingen, October 2023

Attachments

- House rules
- Parking regulations (incl. requirements of the municipality)

Other

- Vaccinations (All dogs must be vaccinated, chipped, dewormed and completely healthy).
- Robidog duty