

# TERMS OF SERVICE

Those terms of service have been updated on September 13, 2024

Legal notice

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Attestation de connaissances n°2017/e51a-0039 Passed in August 2017

Insurance contract n°10151222404 Axa France IARD SA / Agence République

#### 1. <u>Purpose of the Terms</u>

The Terms aim at defining how the services will occur between :

- the Professional, represented by Ingrid Mulson, specialist in dog training and dog behavior of K9 Voice (commercial name of the individual company) ;

- and the Client, represented by the owner and/or holder of the dog(s) that is concerned by the services.

Agreeing to the Terms conditions the collaboration as soon as the first appointment and is attested by the signature of a contract.

The Professional reserves the right to change the Terms at any moment. If those modifications turn out to be detrimental to the Client, the Professional will propose an amendment to the contract.

#### 2. Services

The services take place either at the Client's house (his/her main or secondary residence), or in another place to which the dog regularly goes, or in a public area, or in a place determined as to which service is to be attended, or via Internet.

- Consultation :

The presence of each member of the household is required during the consultation and as long as it lasts. It is essential so that the Professional can assess as precisely as possible the various pieces of information she is transmitted and the situation of the home, and thus is able to determine the work to be carried out. The Client acknowledges that the consultation alone may not be enough to fulfill his/her requests.

If one year separates two appointments (whatever service was scheduled, apart from the events), a new consultation is to be planned.

#### - Individual courses :

No course will be booked without an assessment during a consultation first.

In addition to the consultation, courses can be considered ; their number varies according to the mentioned needs and progress. No precise number is established in advance.

- Solo courses :

Depending on the needs of the Client and those of his/her dog, the Professional trains the dog on her own, whether inside or outside. No Solo course is booked without an assessment during a Consultation first nor without the Client attending Individual courses about what is to be trained. They are exceptional so that the Professional does not substitute for the Client's part as the owner.

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Those courses aim at assessing the dog without the affects that influence the daily life usually, at reinforcing the work that has been started, and at improving and/or readapting the advice the Professional provided.

- Cooperative care program :

That program aims at allowing the dog to be trained for any kinds of care, with his/her consent and cooperation. Without the list being exhaustive : cleaning the ears, cleaning the eyes, checking the teeth, cutting the nails, cutting the hairs in sensitive areas, brushing, emptying the anal glands, bath or shower, stinging, boarding kennel, muzzling, putting the collar and/or harness on, going to the vet, going to the groom, touching and handling.

The program starts with an appointment so as to establish with the Client what his/her interests, what his/her objectives are, and the training plan.

#### - Separation anxiety program :

This program aims at identifying the disorder suffered by the dog when he/she is alone or without a particular being, at desensitizing the signs he deems as warning ones of his loneliness or separation, at making his/her moments of loneliness serene.

The Professional accompanies the Client according to a schedule established on a daily basis, with exercises to be carried out. The program lasts three months and takes place by visioconference ; only the first appointment is likely to be at home. It can be renewed a month, with no limit.

If the Client does not follow the program and schedule established without referring to the Professional for at least one week, the program is stopped and must be started over if he/she wishes to resume it.

- Attestation for owning a « dangerous dog » :

In compliance with interministerial decree 2009-376 of 1<sup>st</sup> April 2009, the Professional is authorized to provide the training delivering the attestation of aptitude to own a « dangerous dog » as indicated in article L211-12 of the rural and maritime fishing code.

The Professional is authorized by the following Prefectures : Paris (75), Yvelines (78), Hauts-de-Seine (92), Val d'Oise (95).

It takes place at the Client's house, with his/her own dog, over one day and is seven hours long.

The program is in line with the one laid down by a decree of the Ministers for Agriculture and the Interior.

At the end, the Professional gives the Client an Attestation of Aptitude, a copy of which she keeps and one that she sends to the Prefecture concerned with the Client's place of residence.

The Client may attend some of the services via Internet.

#### 3. <u>Fees</u>

The fees are in €.

| Services                               | Rates<br>without VAT | V.A.T | Rates<br>with VAT |            |
|----------------------------------------|----------------------|-------|-------------------|------------|
| Consultation - Individual Course       | 50 €                 | 20 %  | 60 €              | per hour   |
| Solo course                            | 40 €                 | 20 %  | 48 €              | per hour   |
| Separation anxiety program             | 300 €                | 20 %  | 360 €             | per month  |
| Attestation Aptitude « dangerous dog » | 150€                 | 20 %  | 180 €             | per home   |
| Travel cost                            | 7,50€                | 20 %  | 9€                | Round Trip |

The sessions attended online are rated the same fee as the services. Travel costs may be added to the services. They are fixed.



If the Client lives within 30 minutes on foot from K9 Voice headquarters, he/she is exempt from the travel costs. Nonetheless, he/she will be charged if a session takes place outside that reach. If a session takes place within 30 minutes on foot from K9 Voice headquarters, the Client is exempt from the travel costs, no matter where he lives.

Inasmuch as the Professional is subjected and and liable for the V.A.T., a 20 % rate is applied to the fees. Her intra-community V.A.T. number is FR14492360490.

The Professional reserves the right to modify the fees at any time. The price to be paid is the one displayed when booking for an appointment. In case a modification should be detrimental to the Client, an amendment is added to the contract, which will validate or break the continuity of it.

# 4. Payment

The Client may pay for the services :

- by cash ;
- by credit card with a link the Professional sends to the Client ;
- by check made out to "Ingrid Mulson E.I.";
- by transferring the sum with the IBAN of the Professional.

The Client receives his/her invoice at the end of the month or at the beginning of the following one ; the invoice includes every services scheduled during the month (apart from the special events). He/she has 30 calendar days from the date of the invoice to pay the services he would not have already paid.

The invoices for the separation anxiety program are sent at the beginning of each month of the program.

If the Client needs it, he/she can agree on a payment schedule with the Professional.

If the Client commits to the program to treat the separation anxiety his/her dog has suffer from, the started month is due if he/she interrupts the program.

If any health issue would occur during a session, whether to the Client and/or his/her dog, the Client is free to put an end to it. In order for it not to be fully charged, a justification may be requested.

Any session terminated prematurely by the Client without reasonable justification does not exempt him/her from full payment thereof.

#### 5. <u>Service area and times</u>

The Professional is likely to intervene anywhere in Ile-de-France, as long as it is accessible within an hour on foot, by public transportation, by car from the headquarters of K9 Voice, which are in Viroflay, Yvelines. With some exceptions, no trips will be made by car in Paris and the inner suburbs.

The time to get to a place is calculated by considering only a favorable weather and a context with no disturbance.

If the Client wishes to benefit from the Professional's services but is more than an hour away or is unable to meet her directly, the Professional proposes remote sessions.

The Professional is likely to intervene from Wednesday to Monday, from 9:30am to 9pm ; she is unavailable on Tuesdays and every 21<sup>st</sup> of each month.

#### 6. Delay, postponement or cancellation of service

For any delay, each party, i.e. the Professional and the Client, let the other know as soon as possible.

Any cancellation made the very day of the appointment does not exempt the Client from paying it, apart from a reasonable justification.

In case the contract should be broken, for any services paid beforehand, the Client may request a refund.



As the Professional heads for the Client either on foot or by public transportation or by car, she is dependent on the vagaries of the latter one. If an event should prevent her from attending the appointment, she would notify the Client as soon as possible and the service would not be charged.

## 7. Rights and duties of the Client

The Client declares on his/her honor to be the dog's owner. All minors is accompanied by their parents.

The Client is fully and constantly responsible for his/her dog. Any damage that the dog may cause to objects or third parties is the responsibility of the Client (except when the Professional is working with the dog directly).

At the appointments, the Client brings along the equipment and products necessary for the smooth running of the session. In case of doubt, he/she asks the Professional for advice so that she can provide him/her with a list.

The Client acknowledges that his/her commitment and following the Professional's advice are necessary for the situation to be changed.

The Client commits to contacting the Professional in order to report any doubt, question, need for advice, information to provide, an appointment to make (non-exhaustive list). The Client acknowledges that no request made that way will replace a course.

#### 8. Rights and duties of the Professional

The Professional has a duty of means towards the Client. She uses her expertise to provide the Client with her knowledge, experience, or refer them to another professional, considering their situation. She has the duty to provide advice and know-how that corresponds to what falls within her skills and the Client's situation.

The Professional commits to answering the Client as soon as possible, according to the information he/she has communicated to her.

If, in view of her observations and assessment, the Professional deems the Client's requests as unreasonable, she will advise him/her to reconsider his/her priorities.

The Professional commits to contacting the Client in order to follow up his/her needs and the evolution of his/her situation. That follow-up does not replace a session. The Professional commits to suggesting the Client an appointment if, during the follow-up, the Client wishes to consider some pieces of advice further.

The Professional is responsible for the Client's dog and for any damage he/she may cause to equipment and/or third parties when she works with the dog herself and directly.

She has taken out professional liability insurance with Axa France IARD SA / Agence République, of which the contract number is n°10151222404.

The Professional reserves the right to terminate a session in case of disrespect or verbal and/or physical violence by the Client. The service remains due.

The Professional reserves the right to terminate a session in case she consider that third parties, including herself, should be in a risky situation because of the Client. The service remains due.

### 9. Confidentiality

The Professional creates a list to let her clients know about events, contractual information, new services (non-exhaustive list). The Client remains in it for one year from the latest attended session, or, until he/she makes a withdrawal or opposition request.

The Professional asks the Client for his/her consent as to be added on that list.

In no way does the Professional transmit the Client's email and personal information to a third party without his/her consent.

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Whether it is to identify, create memories, or have a view of the training sessions, the Professional is likely to take pictures and/or videos.

Regarding the sharing of pictures and/or videos of the dog(s) taken during the session(s), only his/her dog is visible (or an unidentifiable part of the Client's body). For images taken indoors, only those on which it is not possible to identify the Client's house are likely to be shared.

The Professional asks the Client for his/her consent as to what options he/she chooses : none, one he/she consents to, all of them.

The Client has the right to access, rectify and oppose. To exercise this right, he/she may make his/her request :

- by email to <u>contact@k9voice.com</u>

- by mail to Ingrid Mulson E.I. - K9 Voice, 168 avenue du Général Leclerc, 78220 Viroflay.

#### 10. Litigations

The Professional has subscribed to the Consumer Mediation Center of Justice Conciliators - CM2C -, which the Client can contact if he considers that he has a dispute with the Professional that he cannot resolve directly.

As the headquarters of the Professional are located in Yvelines (78), it falls within the jurisdiction of the Court of Versailles to investigate disputes between her and the Client.