



## General terms and conditions for Dierenhotel 't Gooi and Dibevo

### Article 1 - Definitions

In these general terms and conditions, the following definitions apply:

**Pet guest:** your pet for which a boarding agreement was/is being arranged.

**Boarding agreement:** the contract between Dierenhotel 't Gooi and you the client, in which we commit to house and care for your pet for a certain period for a price to be paid by you.

**Remote boarding agreement:** every boarding agreement arranged entirely using only one or more remote communication means.

**Care:** the actions we shall carry out for your pet's welfare.

**Housing:** temporarily making available buildings, kennels and/or terrain for the accommodation and care of your pet.

**Reservation:** the agreement between Dierenhotel 't Gooi and you as client to house the pet guest for an agreed period in the pet hotel at the rate applicable at the time of admitting the animal.

**Vaccination:** the vaccinations required at the time of arranging the boarding agreement, which we shall inform you about and with which you as client must comply.

**Authorization:** a written power of attorney for us supplied by you as client, which commits us to calling in expert (veterinary) assistance at your expense when there are clear signals that your pet's welfare is in danger.

### Article 2 - Applicability

These general terms and conditions apply to all agreements made between Dierenhotel 't Gooi and you as client which refer to the housing of your pet in our pet hotel.

### Article 3 - Offer

1. Dierenhotel 't Gooi provides a verbal or written/electronic offer.
2. The offer contains the following components at very least:
  - the period to which the requested reservation applies;
  - the price and the method of payment;
  - the required vaccinations;
  - the cases when the housing of the pet guest can be refused;
  - your responsibility as client to forward the name of a contact person and/or your own veterinarian for urgent consultations under special conditions;
  - stating the name of the veterinarian Dierenhotel 't Gooi will call on if the welfare of the pet guest requires attention;
  - recording the presence of a quarantine room, an isolation room and a room for sick (not contagious) animals, or the possibility to create such rooms;
  - stating the existence of general terms and conditions applicable to the agreement.

3. Your reservation is definitive once you receive an e-mail from us confirming your reservation. From that moment our general terms and conditions apply.
4. The written/electronic offer is accompanied by a copy of these general terms and conditions.

#### **Article 4 - The agreement**

1. The agreement comes into force by accepting the offer.
2. After the agreement has come into force, you as client will receive a confirmation of this in writing or by email, possibly in the form of an invoice.

#### **Article 5 - The price and the price revisions**

1. The price that you must pay is documented in the concluded agreement. The price covers the cost of caring for, feeding and housing the pet guest and the associated VAT.
2. Price increases occurring between the moment on which the agreement was concluded and the moment at which it is implemented do not influence the agreed price.
3. The second point does not apply to changes in price derived from law, such as an increase in VAT.
4. For an agreed extension of the housing of the pet guest, the same price per day applies as the agreed price for the period that the pet guest has already been in the pet hotel.

#### **Article 6 - The downpayment**

In the period from June 1 to September 1, we ask 30% of the total invoice amount as downpayment for every reservation. You can pay this downpayment via bank transfer, iDEAL or at our counter during opening hours.

#### **Article 7 - The payment**

1. Unless otherwise agreed, payment of the outstanding amount, with deduction of any downpayment made, is done in cash immediately upon termination of the boarding agreement. Cash payment can also be a transfer of the sum owed to a bank or giro account specified by Dierenhotel 't Gooi or electronic payment with a method accepted by banks.
2. If you pick up your pet early, we do not reimburse anything.
3. Your reservation is definitive once you receive an e-mail from us confirming your reservation.
4. You will receive a confirmation of payment from Dierenhotel 't Gooi.

#### **Article 8 - Delayed payment**

1. You are in arrears once the agreed payment deadline has expired. Dierenhotel 't Gooi sends out a payment reminder after expiry of the deadline and gives you as client the opportunity to pay within 14 days after the receipt of this payment reminder.
2. If payment has not been made after expiry of the payment reminder deadline and you do not agree to submit the case to the Arbitration Committee, in conformance with article 17.4, we can turn to judicial or extrajudicial debt collection. The reasonably incurred costs are to be paid by you as client. These costs are subject to legal limits. Dierenhotel 't Gooi is also justified in charging interest from the expiry of the agreed payment deadline. This interest is the same as the legal interest.
3. If a dog is to remain in a pet hotel, the owner must have the dog vaccinated against the following diseases:
  - Parvovirus infection or Parvo (Canine parvo virus (CPV-2))
  - Carré disease (Canine Distemper (CD))
  - infectious hepatitis (Hepatitis Contagiosa)
4. If a cat is to remain in the pet hotel, the owner must have the cat vaccinated against the following diseases:
  - Feline panleukopenia virus

- Cat flu (Feline herpes- and calicivirus)

## **Article 9 - Cancellation policy**

You as client are obliged to pay in the event of cancellation.

- 75% of the total accommodation cost for cancellation within 14 days before the proposed start of the stay in the pet hotel.
- 30% of the total accommodation cost for cancellation within 1 month before the proposed start of the stay in the pet hotel.

You will receive your downpayment back if:

- Your pet dies (veterinarian's certificate).
- Death in your family of someone in the first degree.

**NB:** if you do not cancel and do not turn up on the agreed date, you are still obliged to pay. Therefore, please remember to cancel in time if you are not bringing your pet(s).

## **Article 10 – Rights and obligations of Dierenhotel 't Gooi**

1. Dierenhotel 't Gooi commits to providing the agreed care and housing according to the concluded boarding agreement for the agreed period in the manner fitting to a competent entrepreneur.
2. Dierenhotel 't Gooi shall take your individual wishes as client into account as much as possible regarding the housing and care of the pet guest. If these wishes deviate from the usual methods, they will be documented in writing and shared with everyone involved in the housing and care of the pet guest.

## **Article 11 – Your responsibilities and obligations as client**

1. You as client must provide all requested information that is important for a proper and responsible housing and care of your pet, by the latest at the start of the period of stay of the pet guest at the Dierenhotel 't Gooi.
2. You as client are obliged by signing the boarding agreement to provide proof that the pet guest has had the required vaccinations at that moment, and by the latest at the start of the period of stay of the pet guest in Dierenhotel 't Gooi. For dogs this refers to at least Carré disease and parvovirus infection, and for cats this concerns at least infectious gastroenteritis and cat flu.
3. You as client are liable for the consequences when Dierenhotel 't Gooi suffers damage as a result of not reporting data or providing incorrect data about the pet guest, unless this cannot be attributed to you.

## **Article 12 - Disease of the pet guest**

1. Based on the authorization you provided in advance, Dierenhotel 't Gooi is obliged if the pet guest becomes diseased (or is reasonably suspected of it) to consult the veterinarian specified in the offer. Furthermore, Dierenhotel 't Gooi is obliged to take measures in that case that appear reasonable to us in the given situation. The associated costs are to be paid by you as client.
2. When it becomes apparent that expensive veterinary measures will be required for the recovery process of the pet guest, this will be reported to you as client or to the contact person you have specified. If this contact cannot be established quickly, despite all attempts to do so, and as a result there is a delay in the treatment of the pet guest, Dierenhotel 't Gooi cannot be held liable.
3. Dierenhotel 't Gooi may, after consultation of the veterinarian and upon prescription, administer or have administered a sedative or other medicine to the pet guest.
4. When returning the pet guest to you as client, Dierenhotel 't Gooi is obliged to provide a written report of the circumstances related to the disease of the pet guest during the stay. If a veterinarian was consulted, that is definitely stated in the report.

## **Article 13 – Death of the pet guest**

1. Dierenhotel 't Gooi will inform you as client or the appointed contact person as soon as possible of the death of the pet guest. If you wish to have your deceased pet's body returned to you, you can collect him or her within 1 week of the announcement from Dierenhotel 't Gooi at an agreed place. If not, then Dierenhotel 't Gooi will have the pet's remains disposed of.
2. If the pet guest dies during the stay in the pet hotel, Dierenhotel 't Gooi can have a veterinarian conduct an autopsy. Dierenhotel 't Gooi will inform you or the appointed contact person of the planned autopsy in advance. The cost of the autopsy will be paid by Dierenhotel 't Gooi.
3. You as client can:
  - Have an autopsy done on your deceased pet by your own veterinarian, if Dierenhotel 't Gooi decides not to conduct an autopsy;
  - Have your own veterinarian provide a second opinion of the cause of death through examination. In both cases the cost of the examination and other costs are to be paid by you.
4. At your request, Dierenhotel 't Gooi can ensure that your pet's body is cremated or buried at your expense.

## **Article 14 - Consequences of not complying with the boarding agreement**

1. If you do not report to the pet hotel with the pet guest on the starting date agreed in the boarding agreement without notification, Dierenhotel 't Gooi is:
  - not obliged to keep the reserved period available any longer for your animal;
  - justified to charge 100% of the pet hotel price for the reserved period.
2. The above does not apply if you as client cannot be held responsible. If you do not collect the pet guest from us within 1 week after expiry of the boarding agreement without notification, Dierenhotel 't Gooi will warn you as client to come collect the pet guest. This warning will arrive as a registered letter with confirmation of receipt. A copy of this letter will be sent to any contact person you appointed. If you or the contact person do not respond to the summons within 2 weeks after receipt of the letter, Dierenhotel 't Gooi has the right to bring the pet guest to a certified asylum. You are obliged to pay the full pet hotel price (i.e. including the period of extension), plus any asylum costs.
3. If there is no space to accept a pet in the pet hotel at the moment that you report to us with the pet guest on the starting date agreed in the boarding agreement, Dierenhotel 't Gooi is obliged to arrange a good shelter for the pet guest within a reasonable period after the time of registration. You will be informed about this.

## **Article 15 - Liability**

1. Dierenhotel 't Gooi is liable to you as client for damage resulting from a failure that can be ascribed to it or to its employees or people carrying out incidental work on its behalf. For compensation of the damage resulting from a failure of Dierenhotel 't Gooi or its employees, you as client are eligible if you inform Dierenhotel 't Gooi of it in writing within 30 days after the damage has been discovered. The obligation to pay compensation is limited to the maximum amount of the invoice of the service provided by the entrepreneur.
2. Dierenhotel 't Gooi will inform you as client or any contact person you appointed of any unforeseen circumstances as quickly as possible.
3. You are liable to Dierenhotel 't Gooi for damage caused by inappropriate or deviant behavior of the pet guest.
4. Dierenhotel 't Gooi is not liable to you as client for any damage caused by another pet guest to personal property that you left in the pet hotel because the pet guest is attached to it.

## **Article 16 - Complaints**

Complaints about the implementation of the agreement must be described completely and clearly – preferably in writing or electronically – and submitted promptly, but by the latest within 14 days after the expiry of the boarding agreement to Dierenhotel 't Gooi. Not submitting the complaint in time will result in you losing your rights.

## **Article 17 - Disputes**

1. Disputes between you as client and Dierenhotel 't Gooi about the arrangement or implementation of the boarding agreements can be presented by you or by Dierenhotel 't Gooi to Dibevo Disputes Committee for companion animals, PO Box 94, 3800 AB Amersfoort.
2. A dispute is only handled by the Disputes Committee if you as client have already submitted your complaint to Dierenhotel 't Gooi first.
3. If the complaint does not lead to a solution, then you as client have 3 months, after the date on which you submitted the complaint to Dierenhotel 't Gooi, to submit the dispute to the Disputes Committee in writing or in another form to be determined by the Disputes Committee.
4. When you as client submit a dispute to the Disputes Committee, Dierenhotel 't Gooi is bound by this choice. If Dierenhotel 't Gooi wants to submit a dispute to the Disputes Committee, it must ask you to state whether you agree or not within 5 weeks. Dierenhotel 't Gooi must thereby announce that after expiry of the specified deadline, it will consider itself free to bring the dispute before the civil court.
5. The Disputes Committee issues its judgements in accordance with its applicable regulations. Upon request, these regulations will be sent to you. The decisions of the Disputes Committee have the nature of a binding advice. For the handling of a dispute, a fee is owed (the so-called complaint fee).
6. Only the court or the above-mentioned Disputes Committee is authorized to handle disputes.

## **Article 18 – Compliance guarantee**

The National Organization Association Dibevo guarantees compliance with the binding advice issued by the Disputes Committee for you as client.

## **Article 19 – Deviation from the general terms and conditions**

Individual deviations must be arranged in writing or electronically between Dierenhotel 't Gooi and you as client.

## **Article 20 – Amending the general terms and conditions**

The National Organization Association Dibevo will only amend its general terms and conditions in consultation with the Consumer Association.