

# General Terms and Conditions intended for pet boarding houses that are members of the National Organization Association Dibevo



These General Terms and Conditions of the National Organization Association Dibevo came into force on 1 January 2019. The terms and conditions have been filed under number 40506478 at the Chamber of Commerce in Amersfoort.

## Article 1 – Definitions

In these general terms and conditions the following definitions apply:

Pet boarding house:	The natural or legal person and his employees, hereinafter referred to as the entrepreneur, whose business is the temporary housing and care of guest animals and who is a member of the National Organization Association Dibevo in Amersfoort.
Consumer:	The person who does not act in the exercise of a profession or business and who enters into or wishes to enter into a pension agreement with the entrepreneur.
Boarding agreement:	The consumer's pet, for which a boarding agreement is/has been concluded.
Guest animal:	The agreement between the entrepreneur and the consumer, whereby the entrepreneur undertakes to house and care for the guest animal for a certain period at a price to be paid by the consumer.  Any boarding agreement whereby exclusive use is made of one or more techniques for distance communication up to and including the conclusion of the agreement, whereby the entrepreneur has organized the system for this purpose.
Distance boarding agreement:	The activities to be carried out by the entrepreneur for the welfare of the host animal.
Care:	The temporary provision of buildings, kennels and/or grounds for the accommodation and care of the host animal.
Housing:	The agreement between the entrepreneur and the consumer to provide accommodation for the guest animal in the pet boarding house for an agreed period at the rate applicable at the time of receipt of the animal.
Reservation:	The vaccination obligations apply at the time of the pension agreement, about which the entrepreneur informs the consumer and which the consumer must comply with.
Vaccination:	A power of attorney issued by the consumer to the entrepreneur in writing, which obliges the entrepreneur to call in expert (veterinary) help at the expense of the consumer when there are clear symptoms that the welfare of the guest animal is in danger.
Authorization:	

## Article 2 – Applicability

These general terms and conditions apply to all agreements between the entrepreneur and the consumer regarding the accommodation of a guest animal in a pet boarding house.

## Article 3 – The offer

1. The entrepreneur makes an offer orally or in writing/electronically.
2. The offer in any case includes the following components:
  - the period for which the requested reservation applies;
  - the price and the method of payment thereof;
  - the vaccinations required in the sector;
  - the cases in which accommodation of the guest animal can be refused;
  - the consumer's concern to provide the name of a contact person and/or their own veterinarian for emergency consultation in special circumstances;

- the name of the vet/animal clinic that the entrepreneur will engage when the welfare of the guest animal makes this necessary;
  - the statement of the presence of a quarantine room, an isolation room and a room for sick (non-contagious) animals, or the possibility to furnish these rooms;
  - the statement of the existence of the general terms and conditions applicable to the agreement.
3. A written offer is dated and is irrevocable for thirty days after the consumer has received the offer.
  4. The written/electronic offer is accompanied by a copy of these General Terms and Conditions.

## Article 4 – The agreement

1. The agreement is concluded by accepting the offer.
2. After the agreement has been concluded, the consumer will receive a confirmation of this in writing or electronically, possibly in the form of an invoice.

## Article 5 – The price and price changes

1. The price that the consumer must pay is laid down in the concluded agreement. The price includes the costs of care, food and housing of the guest animal and the VAT (BTW) due.
2. Any price increases occurring between the moment the agreement is concluded and the moment it is executed do not affect the agreed price.
3. The second paragraph does not apply to price changes ensuing from the law, such as an increase in VAT (BTW).
4. In the event of an agreed extension of the accommodation of the guest animal, the same price per day applies as the agreed price for the period that the guest animal was already in the boarding house.

## Article 6 – The downpayment

After the pension agreement has been concluded, the entrepreneur can request a downpayment of € 50.00 per dog, € 25.00 per cat and € 10.00 per bird or small rodent. If one of these amounts would be higher than the total board price to be paid because the reservation is for only a short period, the downpayment will be adjusted proportionally.

## Article 7 – Payment

1. Unless agreed otherwise, payment of the outstanding amount, less any downpayment made, will be made in cash immediately upon termination of the pension agreement. Cash payment also includes crediting the amount due to a bank or giro account indicated by the entrepreneur or payment by means of forms of electronic payment recognized by banks. **The remaining amount must be paid to Dierenopvang Zevenhoven prior to bringing the guest animal.**
2. Early collection of the guest animal does not entitle the guest to a partial refund of the boarding price, unless the parties have agreed otherwise.
3. The consumer receives proof of payment from the entrepreneur. **(This can be found in your online account.)**

## Article 8 – Late payment

1. The consumer is in default from the expiry of the agreed payment date. After the expiry of that date, the entrepreneur will send a payment reminder and give the consumer the opportunity to pay within 14 days of receipt of this payment reminder.
2. If payment has still not been made after the expiry of the payment reminder and the consumer does not agree to submission to the Disputes Committee, in accordance with Article 17.4, judicial or extrajudicial collection can be initiated. The reasonable costs incurred for this are for the account of the consumer. These charges are subject to legal limits. The entrepreneur is also entitled to charge interest from the expiry of the agreed payment date. This interest is equal to the statutory interest.

## Article 9 – The cancellation policy

In the event of cancellation by the consumer, the following payment obligations apply:  
~~– Cancellation up to 2 months before the start of the agreement: the down payment~~  
~~– Cancellation up to 1 month before the start of the agreement: 50% of the price~~  
~~– Cancellation up to 2 weeks before the start of the agreement: 75% of the price~~  
~~– Cancellation within 2 weeks before the start of the agreement: 100% of the price.~~  
**Up to 14 days after the consumer has received the confirmation, the following is always free of charge:**

- Cancellation up to 1 month before the start of the agreement: 0% of the price.
- Cancellation up to 2 weeks before the start of the agreement: 50% of the price.
- Cancellation within 2 weeks before the start of the agreement: 100% of the price.

#### Article 10 – Rights and obligations of the entrepreneur

1. The entrepreneur undertakes to provide the agreed care and accommodation during the agreed period in accordance with the pension agreement concluded, in a manner that befits a skilled entrepreneur.
2. The entrepreneur will take into account as much as possible the individual wishes of the consumer with regard to the housing and care of the guest animal. Insofar as these wishes deviate from the usual course of events, they will be recorded in writing and brought to the attention of everyone involved in the accommodation and care of the host animal.

#### Article 11 – Responsibilities and obligations of the consumer

1. The consumer must, at the latest at the start of the guest animal's stay, provide the entrepreneur with all requested information that is important for proper and responsible accommodation and care of the pet. This should be done as much as possible with the submission of the documents relating to that information.
2. The consumer is obliged when signing the boarding agreement, but at the latest at the start of the guest animal's stay in the pet boarding house, to provide proof that the guest animal has undergone the vaccinations required in the sector at that time. For dogs this in any case concerns Carré disease, parvovirus infection and Kennel cough / Bordetella and for cats this in any case concerns infectious gastroenteritis and sneezing disease.
3. The consumer is liable for the consequences if the entrepreneur suffers damage as a result of not stating information or providing incorrect information about the guest animal, unless this cannot be attributed to the consumer.

#### Article 12 – Illness of the host animal

1. On the basis of an authorization issued in advance by the consumer, the entrepreneur is obliged to consult the veterinarian/veterinary clinic mentioned in the offer in the event of illness of the guest animal (or a reasonable suspicion thereof). Furthermore, the entrepreneur is obliged in that case to take all those measures that appear to him in the given situation. The associated costs are for the account of the consumer.
2. If it appears that costly veterinary measures are required for the recovery process of the guest animal, this will be reported to the consumer or to the contact person designated by the consumer. If, despite all attempts to do so, the contacts associated with this cannot be made smoothly and, as a result, a possible delay occurs in the treatment of the guest animal, the entrepreneur cannot be held accountable for this.
3. The entrepreneur may, after consultation and on prescription from the vet/veterinary clinic, administer sedative or other medication to the host animal or have it administered.
4. When the guest animal is returned to the consumer, the entrepreneur is obliged to report in writing any illness-related details of the guest animal during the stay. Consultation of a veterinarian is in any case mentioned in the report.

#### Article 13 – Death of the host animal

1. The entrepreneur will inform the consumer or his contact person as soon as possible after the death of the guest animal. The consumer, who wants to dispose of the mortal remains of the deceased guest animal himself, can collect this at an agreed place within 1 week after the notification by the entrepreneur. If this does not happen, the entrepreneur will dispose of the mortal remains via the de remove structure .
2. If the guest animal dies during the stay in the pet boarding house, the entrepreneur can have an autopsy performed by a veterinarian. The entrepreneur will inform the consumer or the contact person designated by him in advance of an intended autopsy. The costs of the section are borne by the entrepreneur.
3. The consumer can:
  - a. have an autopsy performed on his deceased guest animal by his own veterinarian, if the entrepreneur decides not to perform an autopsy;
  - b. have your own vet carry out a counter-examination into the cause of death. In both cases, the research costs and other costs will be borne by the consumer.
4. At the request of the consumer, the entrepreneur can arrange for the mortal remains to be cremated or buried at the expense of the consumer.

#### Article 14 – Consequences of non-compliance with the pension agreement

1. If the consumer does not report to the animal boarding house on the commencement date agreed in the guest house agreement without notice, the entrepreneur is:
  - not obliged to keep the reserved space available to the consumer any longer;
  - entitled to charge 100% of the pension price for the reserved period. The above does not apply if it cannot be attributed to the consumer.

2. If the consumer does not collect the guest animal from the animal boarding house within 1 week after termination of the boarding agreement without notice, the entrepreneur will urge the consumer to collect the guest animal. This reminder is sent by registered letter with acknowledgment of receipt. A copy of this letter will be sent to any contact person designated by the consumer. If the consumer, or the contact person, does not comply with the demand within 2 weeks after receipt of the letter, the entrepreneur has the right to take the guest animal to a certified shelter. The consumer is always obliged to pay the final pension price (i.e. including the extension period), plus any asylum costs. In the event that there is no longer any recording capacity in the pet boarding house at the moment that the consumer reports to the pet boarding house with the guest animal on the commencement date agreed in the boarding agreement, the entrepreneur is obliged to ensure that within a reasonable period of time after the time of register a good shelter for the host animal has been arranged. The consumer will be informed of this.

#### Article 15 – Liability

1. The entrepreneur is liable to the consumer for damage resulting from a shortcoming that can be attributed to him or to persons in his employ, or to persons who occasionally perform work on his behalf. The consumer is eligible for compensation for damage resulting from the failure of the entrepreneur or persons in his service, provided that the consumer informs the entrepreneur in writing within 30 days after the damage has arisen. The obligation to pay compensation is limited to a maximum of the amount of the invoice value of the service provided by the entrepreneur.
2. In the event of unforeseen circumstances, the entrepreneur will inform the consumer or any contact person designated by him as soon as possible.
3. The consumer is liable to the entrepreneur for damage caused by inappropriate or deviating behaviour of the guest animal.
4. The entrepreneur is not liable to the consumer for damage to personal belongings caused by other guest animals, which the consumer leaves behind in the pet boarding house because of the attachment of the guest animal to them.

**During the stay, every pet is always among peers and the composition of this can change during the stay, the consumer must therefore be aware that the risk of bacterial and viral infections (read transmissible disease) and / or injuries therefore also greater than in an average home situation.**

#### Article 16 – Complaints

Complaints about the implementation of the agreement must be fully and clearly described, preferably in writing or electronically, submitted to the entrepreneur in a timely manner, but no later than 14 days after the expiry of the boarding agreement. Failure to submit the complaint in a timely manner may result in the consumer losing his rights.

#### Article 17 – Disputes

1. Disputes between the consumer and the entrepreneur about the formation or implementation of the pension agreements can be submitted by both the consumer and the entrepreneur to Dibevo Disputes Committee for Companion Animals, PO Box 94, 3800 AB Amersfoort.
2. A dispute will only be handled by the Disputes Committee if the consumer has first submitted his complaint to the entrepreneur.
3. If the complaint does not lead to a solution, the consumer has 3 months, after the date on which the consumer submitted the complaint to the entrepreneur, to submit this complaint to the Disputes Committee in writing or in another form to be determined by the Disputes Committee. to make.
4. When the consumer submits a dispute to the Disputes Committee, the entrepreneur is bound by this choice. If the entrepreneur wishes to submit a dispute to the Disputes Committee, he must ask the consumer to state within five weeks whether he agrees with this. The entrepreneur must also announce that he will feel free to bring the dispute before the civil court after the expiry of the aforementioned period.
5. The Disputes Committee makes a decision with due observance of the regulations applicable to it. These regulations will be sent on request. The decisions of the Disputes Committee have the character of binding advice. A fee (the so-called complaint fee) is payable for the handling of a dispute.
6. Only the court or the aforementioned Disputes Committee is authorized to take cognizance of disputes.

#### Article 18 – Compliance guarantee

The Association of National Organization Dibevo guarantees the compliance of the consumer with the binding advice issued by the Disputes Committee.

#### Article 19 – Deviation from the General Terms and Conditions

Individual deviations must be recorded in writing or electronically between the entrepreneur and the consumer.

**\*The green parts of the text are deviations and/or additions to the General Terms and Conditions of Dibevo and only applicable to Dierenopvang Zevenhoven. Crossed out lines are parts of the original Terms and Conditions drawn up by Dibevo that do not apply to Diervenopvang Zevenhoven.**