

# GENERAL TERMS AND CONDITIONS

## FOR PET BOARDING CENTRES WHICH ARE MEMBERS OF THE ASSOCIATION NATIONAL ORGANISATION DIBEVO



These General Terms and Conditions of the Vereniging Landelijke Organisatie Dibevo (Association National Organisation Dibevo) come into force on 1 January 2019. The terms and conditions have been registered under no. 40506478 with the Chamber of Commerce Gooi-, Eem- en Flevoland.

### Article 1 – Definitions

In these general terms and conditions the following words are understood to mean:

<b>Pet boarding centre:</b>	The natural or legal person and its employees, hereinafter to be referred to as entrepreneur, whose business it is to temporarily take care of and accommodate guest animals and who is a member of the Vereniging Landelijke Organisatie Dibevo (Association National Organisation Dibevo) in Amersfoort.
<b>Consumer:</b>	The private, non-commercial, natural person making or wanting to make a boarding agreement with the entrepreneur.
<b>Guest animal:</b>	The consumer's pet for which a boarding agreement is/will be made.
<b>Boarding agreement:</b>	The agreement between the entrepreneur and the consumer, in which agreement the entrepreneur commits himself to accommodate the guest animal for a set period of time and to take care of said animal at a price to be paid by the consumer.
<b>Distance contract for kennels:</b>	Every boarding agreement exclusively using one or more telecommunication techniques to make an agreement, in which case the entrepreneur has organized this system for this purpose.
<b>Care:</b>	The work that the entrepreneur has to carry out for the wellbeing of the guest animal.
<b>Accommodation:</b>	The temporary availability of buildings, kennels and/or plot for the accommodation and care of the guest animal.
<b>Booking:</b>	The agreement made between the entrepreneur and the consumer to accommodate the guest animal in the pet boarding centre during an agreed period of time at the price current at the moment of intake.
<b>Vaccination:</b>	The vaccination obligations which are current at the time when the entrepreneur informs the consumer, and which the consumer shall meet.
<b>Authorization:</b>	A licence issued in writing by the consumer to the entrepreneur obliging the entrepreneur – for the account of the consumer – to call for specialist (veterinary) help when there are clear symptoms that the wellbeing of the guest animal is in danger.

### Article 2 – Application

These general terms and conditions shall be applicable to any agreement between the entrepreneur and the consumer as to the accommodation of a guest animal in a pet boarding centre.

### Article 3 – The offer

1. The entrepreneur makes an offer orally or, as the case may be, in writing/electronically.
2. The offer at any rate itemizes the following items:
  - the period the booking holds;
  - the price and the way of payment;
  - the vaccination required in the sector;
  - those cases when the accommodation of the guest animal may be refused;
  - the consumer's duty to state the name of a contact and/or the animal's own veterinarian for emergency talks in special circumstances;
  - the name of the veterinarian/animal hospital the entrepreneur shall call upon when the wellbeing of the guest animal necessitates this;
  - the statement certifying the presence of a quarantine area, an isolation room and a room or area for sick (non-contagious) animals, or the possibility of making these rooms available;
  - the statement mentioning that general terms and conditions apply to the agreement.

3. A written offer is to be dated and is irrevocable for thirty days after the consumer's receipt of the offer.
4. The written/electronic offer goes with a copy of these general terms and conditions.

### Article 4 – The agreement

1. The agreement is made by the acceptance of the offer.
2. After the agreement has been made, the consumer shall receive in writing or electronically the agreement's acknowledgement, by invoice, if any.

### Article 5 – The price and changes in price

1. The price the consumer is to pay shall be recorded in the agreement made. The price shall be inclusive of care, food and accommodation of the guest animal and the VAT due.
2. Price increases between the moment when the agreement is concluded and the moment when this agreement is being carried out shall not influence the price agreed upon.
3. The second paragraph shall not be applicable to changes in price resulting from legislation, such as an increase in VAT.
4. If the accommodation of the guest animal is longer than agreed upon, then the same price per day shall apply as the price agreed upon for the period the guest animal was in the pet boarding centre.

### Article 6 – The down payment

The entrepreneur may demand a down payment of € 50 for a dog, € 25 for a cat, and € 10 for a bird or small rodent after the boarding agreement has been made. If one of these amounts should be higher than the total boarding price to be paid because the booking was for a short period only, the down payment shall be adjusted in proportion.

### Article 7 – The payment

1. Unless agreed upon otherwise, payment of the outstanding amount under deduction of a down payment already made, if any, shall be made in cash immediately following the boarding agreement being terminated. Cash payment may also mean crediting the amount due to a bank- or giro account to be indicated by the entrepreneur by means of electronic payment acknowledged by banks.
2. Unless parties have agreed upon otherwise, early fetching the guest animal home does not imply the right to a part refund of the boarding price.
3. The consumer is given a receipt by the entrepreneur.

### Article 8 – Arrear payment

1. The consumer is in default from the time the agreed payment date has elapsed. After the payment date has elapsed, the entrepreneur sends a reminder and gives the consumer the opportunity to pay within a fortnight after receipt of the reminder.
2. After the reminder has elapsed and payment has not been made, and the consumer does not agree the non-payment to be put before the Arbitration Committee, in conformity with article 17.4, legal or non-legal collection will be proceeded to. The cost, reasonably incurred, shall be for the account of the consumer. These costs are subject to legal limits. The entrepreneur shall be entitled to charging the legal interest as from the date the agreed payment date has elapsed. The interest is the same as the legal interest.
3. As far as a dog resides in an establishment, the administrator will give a dog a vaccine against the following diseases:
  - Parvo (*Canine Parvo Virus (CPV-2)*)
  - Canine Distemper or hardpad (*Canine Distemper (CD)*)
  - Infectious Canine Hepatitis (*Hepatitis Contagiosa*)
4. As far as a cat resides in an establishment, the administrator will give a cat a vaccine against the following diseases:
  - Feline Panleukopenia, Feline infectious enteritis, Feline parvoviral enteritis (*Feline panleukopenia virus*)
  - Feline Respiratory Disease Complex (*Feline herpes- & calicivirus*)

### Article 9 – Annulment scheme

Should the consumer annul, the following payment liabilities are:

- Annulment up to two months before the agreement has been made: the down payment
- Annulment up to one month before the agreement has been made: 50 per cent of the price
- Annulment up to two weeks before the agreement has been made: 75 per cent of the price
- Annulment within two weeks before the agreement has been made: 100 per cent of the price.

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

1. The entrepreneur shall, in conformity with the boarding agreement that has been made, take care of the accommodation and care of the guest animal in a manner that may be expected from a professional entrepreneur.
2. The entrepreneur shall, as much as is possible, make allowances for the individual wishes of the consumer as to accommodation and care of the guest animal. In so far as these wishes are different from the usual procedures, these wishes are recorded in writing and made known to anyone involved in the accommodation and care of the guest animal.

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

1. The consumer shall, at the latest when the accommodation of the guest animal begins, give all the information needed for a good and sound accommodation and care of the guest animal, supported by documents relating to this information.
2. The consumer shall, when the boarding agreement is undersigned, but at the latest when the guest animal's accommodation begins, hand in the certificate stating that the guest animal has been given the vaccinations required in the sector. For dogs this means Carré disease and parvovirus infection and for cats at any rate infectious gastroenteritis and cat flu.
3. The consumer shall be responsible for the consequences, should the entrepreneur suffer damages as a result of the animal's data not given or when the data given are wrong, unless the consumer cannot be blamed.

### Article 12 – The guest animal is ill

1. On the basis of a licence given by the consumer the entrepreneur shall consult the veterinarian/animal hospital mentioned in the offer in the case of the guest animal being (presumably) ill. Furthermore, the entrepreneur shall take all the measures necessary in this case. The related costs are for the consumer's account.
2. Should it be the case that expensive veterinary measures are a must for the recovery of the guest animal, this shall be mentioned to the consumer or to the contact indicated by the consumer. If the relevant and necessary contacts, in spite of all efforts, cannot be easily made and treatment of the guest animal possibly is delayed, the entrepreneur cannot be held accountable.
3. After consulting with and receiving instructions from the veterinarian/veterinary clinic, the business owner may administer sedatives or other medication (or have this done) to the animal being boarded at the kennel.
4. When the entrepreneur returns the guest animal to the consumer, he shall report in writing particulars relating to the illness of the guest animal during the accommodation. When a veterinarian has been consulted, this shall always be reported.

### Article 13 – The decease of the guest animal

1. When the guest animal has died, the entrepreneur shall inform the consumer as soon as possible. The consumer who wants to have the disposal of his pet's body may take it home within one week after the information by the entrepreneur. Otherwise the entrepreneur will have the body removed through destruction.
2. Should the guest animal die in the pet boarding centre during its accommodation, a veterinarian may carry out a post mortem examination at the request of the entrepreneur. The entrepreneur shall inform the consumer or his contact of the planned post mortem examination in advance. The cost of this examination shall be for the entrepreneur's account.
3. The consumer may:
  - ask his own veterinarian to carry out the post mortem examination should the entrepreneur decide against such an examination;
  - ask his own veterinarian to carry out a counter-check after the cause of death. In both these cases the relevant cost and other cost are for the consumer's account.
4. At the consumer's request the entrepreneur can have the guest animal's body cremated or buried at the consumer's cost.

### Article 14 – Consequences of the non-fulfilment of the boarding agreement

1. Should the consumer without notice not call at the pet boarding centre with his pet at the time agreed upon, the entrepreneur will:
  - no longer be obliged to hold the booked room available for the consumer;
  - be entitled to invoice 100 per cent of the boarding price for the period booked.The above shall be null and void when the consumer cannot be held responsible.
2. The entrepreneur shall remind the consumer to take his pet home if the consumer without any notice has not taken his pet home within one week after the termination of the boarding agreement. This reminder is per registered letter with acknowledgement of receipt. Copy of this letter is sent to the con-

sumer's contact, if any. When the consumer or his contact does not respond within two weeks to this letter, the entrepreneur shall have the right to take the guest animal to a certified rescue centre. In this case, the consumer shall be bound to pay the eventual boarding price (that is to say inclusive of the extension period), augmented by the rescue centre's cost, if any.

3. When the consumer with the guest animal arrives at the pet boarding centre at the date and time as agreed upon in the boarding agreement, and there should be then no intake capacity in the pet boarding centre, the entrepreneur shall within a reasonable time after the animal has arrived, make suitable arrangements for sound accommodation of the guest animal. The consumer shall be informed of the situation.

### Article 15 – Accountability

1. The entrepreneur shall be accountable towards the consumer for damages resulting from inadequacy imputable to him or his employees, or as the case may be persons carrying out incidental work for him. The consumer will only be eligible for compensation for damages resulting from failures on the part of the business owner or persons in his or her employ provided the consumer supplies the business owner with written notification of this within 30 days of the date the damage occurred. The obligation to pay compensation for damages is limited to a maximum of the amount of the invoice value of the service provided by the business owner.
2. In unforeseen circumstances the entrepreneur shall inform the consumer or his contact, if any, of these unforeseen circumstances as soon as possible.
3. The consumer shall be accountable towards the entrepreneur for damages caused by the guest animal whose behaviour is intractable or aberrant
4. The entrepreneur shall not be accountable for damages caused by other animals to personal possessions that the consumer leaves in the pet boarding centre because the guest animal is so fond of them.

### Article 16 – Complaints

Complaints on the execution of the agreement shall be clearly made to the entrepreneur in writing or electronically, at the very latest within 14 days after the boarding agreement has elapsed. Late complaints may result in the consumer losing his rights.

### Article 17 – Moot points

1. Moot points between the consumer and the entrepreneur on the realization or execution of boarding agreements may be presented both by the consumer and the entrepreneur to the Dibevo Arbitration Committee for the Pet branch, P.O.B. 94, 3800 AB Amersfoort, The Netherlands.
2. A moot point shall only be dealt with by the Arbitration Committee if the consumer has first communicated this to the entrepreneur.
3. Should the claim fail to result in a solution, the consumer has 3 months from the date on which he or she submitted the claim to the business owner to initiate proceedings with the Arbitration Committee in writing, or in another form to be determined by the Arbitration Committee.
4. When the consumer brings a moot point before the Arbitration Committee, the entrepreneur shall be bound by this choice. Should the entrepreneur wish to bring a moot point before the Arbitration Committee, he shall ask the consumer to make known within five weeks whether he agrees with said procedure. At this stage, the entrepreneur shall announce that he feels free to bringing the moot point before a court entertaining jurisdiction in civil matters.
5. The Arbitration Committee shall pass judgement with due regard of its rules and regulations. These will be sent on request. The decisions of the Arbitration Committee have a binding character. For the treatment of a moot point an indemnification (the so-called complaint money) is due.
6. Only the judge or, as the case may be, the Arbitration Committee shall be authorized to take cognizance of the moot points.

### Article 18 – Compliance guarantee

The Vereniging Landelijke Organisatie Dibevo (Association National Organisation Dibevo) vouches for the compliance of the binding advice passed by the Arbitration Committee.

### Article 19 – Differences in the general terms and conditions

Individual differences between the consumer and the entrepreneur shall be recorded in writing or electronically.

### Article 20 – Amendment of the General Terms and Conditions

The Vereniging Landelijke Organisatie Dibevo (Association National Organisation Dibevo) shall only amend these General Terms and Conditions after consultation with the Consumentenbond (Dutch Consumer Organisation).