



## GENERAL TERMS AND CONDITIONS

### - Dog-Walking -

#### 1. Scope

- 1.1 The following general terms and conditions apply to the dog walking service of Lucky-Dog-Center, Doreen Schreiner-Tilinca and her employees in the following called "LDC", under this contract with his contractual partner, in the following called "dog owner".
- 1.2 Changes to these terms and conditions will be communicated to the dog owner in writing. The notification can also be made by publication on the website of LDC. The changes are considered approved if the dog owner does not submit an objection in written form. The dog owner must send the objection to the organization within two weeks after notification of the changes.

#### 2. Subject matter, conclusion of the contract, cancellation, and withdrawal

- 2.1 The Service Agreement shall be exercised at the discretion of LDC according to the needs of the animal to be cared for. LDC provides its services to the dog owner in the form that the respective dog owners animal is cared for and/or taken for walks (in the following: the "Services"). A Walk shall last at least 60 minutes, unless circumstances (e.g. severe weather or unforeseen problems with one of the Dogs) do not allow it. More details will be agreed individually by contract.
- 2.2 The dog owner will be informed and advised in detail about the transport and keeping as well as the general care in a consulting meeting; at the same time the dog owner informs LDC about behavioral patterns and conspicuousnesses/special features of the animal. A previous mutual acquaintance is mandatory.
- 2.3 The services include pick up and drop off the dog by LDC, either at home or at a pre-arranged location at an agreed time.
- 2.4 The services include walking the dog together with other dogs to be cared for (group keeping) and/ or staying on the premises and/ or in the house/garden of the LDC. The integration of the dog to be cared for into a playing session is clarified individually and can correspond to the scope of the dog walking service.
- 2.5 By sending and confirming a completed and signed registration form by mail, fax, electronic mail or by verbal agreement and subsequent submission of a written registration form, a service contract according to § 611 BGB (German Civil Code) is concluded with LDC.
- 2.6 LDC commits itself to keep the animal in a manner appropriate to its species and behavior and to observe

the Animal Welfare Act and its ancillary provisions.

- 2.7 Appointments can be made in person, by phone or by e-mail. They are only deemed to be agreed when they have been confirmed by LDC.
- 2.8 An order for service is considered cancelled if the cancellation is made in writing or electronically by e-mail no later than 24 hours from the booked individual booking. If these deadlines are exceeded, LDC reserves the right to charge the client an expense allowance.
- 2.9 Permanent assignments (ongoing services) have a notice period of one week before the end of the month.
- 2.10 A right to immediate termination or immediate withdrawal exists if the dog owner does not treat his animal in a manner appropriate to its species or its behavior and the animal comes to harm or may come to harm. In case of cancellation, the animal owner is liable for the resulting damage and expenses incurred by the LDC. Payments already made will not be refunded.
- 2.11 In case of continuous and regular care, the contract must be terminated 1 week before the end of the respective current month.  
The care runs within the cancelled last weeks as usual. In case of unforeseen emergencies (e.g. serious illness or death of the animal) no fee is charged and the contract expires immediately upon presentation of a veterinary certificate.
- 2.12 In case of absences due to illness (fractures, hospitalization, acute illness, force majeure, etc.) or vacation (with notice min. 4 weeks in advance) of LDC, no compensation can be claimed by the client.

### **3. Contract period and remuneration**

- 3.1 The contract begins and ends at the specific and individually agreed time.
- 3.2 Registrations will be considered in the order in which they are received.
- 3.3 The fee for the agreed dog walking appointments is based on the current price table of the LDC at the time of the conclusion of the contract.
- 3.4 All fees are due for payment without any deduction upon issuance of the invoice, at the latest, however, at the beginning of the service. In case of late payment, LDC is entitled to exclude the dog owner or his dog from the walk service. The date of receipt of payment by LDC is decisive, which reserves the right to demand compensation from the dog owner for any damage resulting from non-participation.
- 3.5 LDC reserves the right that in case of missing payment or exceeding the deadline an increased reminder fee or in case of lump sum contracts the cancellation of the discount will occur. Also, LDC reserves the right to change from bank transfer to cash payment and / or prepayment.
- 3.6 Discounts are only valid for the specified promotion period. Subsequent consideration of discounts after expiry of the campaign period is not possible. A payout of discounts or vouchers is excluded.
- 3.7 If the customer is in delay with the payment, the legal regulations about the delay of payment apply.
- 3.8 We grant cash discount and other deductions from the invoice amount only based on a special agreement.

## 4. Scope of services and unused services

- 4.1 The scope of services depends on the respective description in the service offer or on the individual agreements between LDC and dog owner. The entitlement to benefits to which the dog owner is entitled is not transferable.
- 4.2 LDC reserves the right to charge the entire participation fee nevertheless, if individual agreed services are not used by a dog owner. This does not apply if the dog owner proves that LDC has suffered no or only minor damage.

## 5. General conditions

- 5.1 The dog owner and client remain the owner of the animal according to § 833 BGB.
- 5.2 A valid dog owner liability insurance must be available for each dog. A certificate of insurance must be submitted with the registration form.
- 5.3 or damages caused by the dog to other people, dogs or to the LDC vehicle (e.g. seats / boxes), the dog owner is solely liable. Excluded from this is if LDC has acted negligently.
- 5.4 In case of suspicion of illness of the dog to be cared for, the dog owner is obliged to announce this explicitly BEFORE handing over the dog to LDC. LDC assumes no liability for sick dogs and their consequences.
- 5.5 If, as a result of an unreported illness, other dogs of the pack fall ill (e.g. flea infestation), the dog owner who caused the illness shall bear the costs for any damage incurred.
- 5.6 The dog owner is aware that female dogs in heat can only be led individually or in appropriate groups. The dog owner is therefore obliged to announce the female dog in heat in good time beforehand. Should the dog owner put a female dog in heat in care without notification, no liability will be assumed for possible consequences (covering of the female dog during the care period). The resulting costs are the sole responsibility of the dog owner.
- 5.7 The dog owner must inform about behavioral peculiarities such as aggressive or fearful behavior of the dog, problems, or special peculiarities of the participating dog, which have become known to him in the past, at the time of conclusion of the contract.
- 5.8 The dog owner is obligated to note any incompatibility before handing over the dog. In the event of accidents caused by failure to disclose this fact, the dog owner alone shall be liable for all costs incurred.
- 5.9 Each dog to be cared for must have a complete vaccination protection (puppies appropriate). A current vaccination certificate must be submitted with the registration form. By submitting the declaration of participation, the dog owner assures that the dog is healthy, does not pose a risk of infection for humans or animals and is free of vermin.
- 5.10 Each dog to be cared for must have clear contact information of its owner on the collar. This can be ensured, for example, in the form of a "Tasso tag". If the dog does not wear such a tag or similar, this is done against the express advice of LDC, and the dog owner bears the full risk in the event of possible running away of the dog.
- 5.11 If the dog escapes despite careful care and is not found despite all efforts, liability of the LDC is excluded.
- 5.12 The dog owner is obliged to provide all necessary utensils for the dog, which are necessary for leading this dog (short-haired dogs possibly coat. Dogs which need muzzle, muzzle. Fear dogs a safety harness, etc.).

- 5.13 When handing over a front door key, LDC undertakes not to pass it on to third parties and not to take any third persons into the private rooms.
- 5.14 LDC reserves the right to refuse or temporarily exclude dog owners or dogs from participation without stating reasons.
- 5.15 LDC is not obliged to clean the animal from ticks, burrs and/or dirt.
- 5.16 LDC reserves the right in case of extreme weather conditions (extreme heat, storm, etc.) to shorten the walking service or, in case of doubt, to cancel it for the benefit of the dogs.
- 5.17 LDC is not obliged to give medication to the dog.
- 5.18 LDC gives food after prior exact arrangement and only if everything is clearly marked ready. Treats are not given on the go.

## **6. Liability**

- 6.1 LDC is liable in cases of intent or gross negligence according to the statutory provisions. For the slightly negligent breach of essential contractual obligations, however, the dog owner is liable only up to the amount of the contract-typical, foreseeable damage, unless there is liability due to injury to life, body, or health. The dog owner is liable for the fault of vicarious agents and representatives to the same extent.
- 6.2 LDC shall not be liable to the dog owner for any damage caused by third parties and/or by their dogs. The dog owner shall indemnify LDC against claims made by third parties against LDC in relation to the dog owner or the dog owner's dog.
- 6.3 If a pick-up and drop-off service with "key handover" has been contractually agreed, LDC shall not be liable for any damage caused by or in the course of such service, unless such damage has been caused intentionally or by gross negligence on the part of LDC.
- 6.4 Should a key not be handed over personally at the end of the order, then any liability shall lapse (e.g. when depositing the key in a defined location or when dropping it in the mailbox).
- 6.5 LDC assumes no liability for injuries that cannot be ruled out when playing, especially with other animals, romping and walking in the open field.
- 6.6 Liability for runaway dogs by the LDC is excluded in any case.

## **7. Other regulations**

- 7.1 Should individually provisions of this contract be or become invalid, the validity of the remaining clauses shall remain unaffected. In the event of an invalid clause, the parties shall be obliged to negotiate a valid replacement clause which comes as close as possible to the economic purpose pursued by them with the invalid clause.
- 7.2 Verbal collateral agreements do not exist.
- 7.3 The dog owner agrees that the LDC may publish photos taken by him/her that depict the dog during the care time for its own advertising purposes (e.g. website, social media).

- 7.4 All amendments or supplements to the contract must be made in writing to be effective. This shall also apply to the amendment of this written form clause itself. The written form requirement, however, shall not apply to agreements made orally between the parties directly after the conclusion of the contract.
- 7.5 The invalidity of individual clauses shall not result in the invalidity of the entire contract.

## **8. Place of fulfillment and jurisdiction**

The place of fulfillment is the place where the service was provided. The place of jurisdiction for any disputes arising from this contract shall be Homburg.

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