

GENERAL TERMS AND CONDITIONS FOR DIERENOPVANG AMSTERDAM GUESTHOUSE

1 DEFINITIONS

guesthouse:	Stichting Dierenopvang Amsterdam, located in Ookmeerweg 271 (1067 SP), Amsterdam.
client:	The actual person or legal entity entering into an agreement with the guesthouse.
animal:	The pet belonging to the client with whom an agreement is made.
agreement:	The agreement entered into by the guesthouse and the client, whereby the guesthouse undertakes to provide accommodation and care for the animal for a certain length of stay and for an agreed fee.
stay:	The period for which the agreement is entered into.
website:	The website of Dierenopvang Amsterdam on the domain www.doamsterdam.nl

2 APPLICABILITY

2.1 Unless it is explicitly stated otherwise, these General Terms and Conditions are applicable to all offers, legal relationships and agreements.

2.2 In the event that the parties incorporate provisions in the agreement that deviate from these General Terms and Conditions, the provisions in the agreement will prevail.

2.3 The General Terms and Conditions of the client do not apply and are hereby explicitly excluded.

3 AGREEMENT AND RESERVATIONS

3.1 The agreement described herein is to the effect that, after the payment of the amount agreed by both parties, the guesthouse agrees to provide services to the client that comprise temporary accommodation and care for the animal, for the agreed stay.

3.2 The customer must make a reservation via the website in a timely manner. This reservation must include the client's name and address, information about the breed, sex, age, microchip data and other specific details about the animal, as well as the duration of the stay. If the guesthouse accepts the reservation, the guesthouse will confirm this to the client, in writing.

3.3 An agreement will only exist between the parties if the reservation has been confirmed by the guesthouse and the client has fulfilled the agreed payment obligations, or if the guesthouse has already started to provide the agreed services.

3.4 If the animal is not collected on the agreed date, and the guesthouse has not been given prior notice, the guesthouse will contact the client by registered mail. If the guesthouse is not contacted within a period of two weeks after the client has received the registered mail, or if the registered mail is not received by the client, it will be assumed that the animal has been given to the guesthouse, and the animal will, if possible, be rehomed. Until the date that such rehoming takes place, or until the date that the client collects the animal, the client is liable to pay all incurred costs.

4 SICKNESS AND MEDICAL PROVISIONS

4.1 The client is responsible for ensuring that the animal has been given the appropriate vaccinations, and in a timely manner. The appropriate vaccinations per breed of animal and the validity of each vaccination are given on the website. Rodents do not need to be vaccinated. A valid vaccination certificate must be presented when the animal is brought in.

4.2 Dogs and cats must be microchipped. This is not necessary for rabbits and rodents.

4.3 If the animal has not been properly vaccinated, or if a valid vaccination certificate cannot be presented, the guesthouse has the right to refuse the animal and the guesthouse is no longer obliged to comply with the terms of the agreement and will not be liable to pay any form of compensation (damages).

4.4 If the animal falls ill during its stay in the guesthouse, the client authorises the guesthouse to refer the animal to the guesthouse's vet, at the expense of the client. If treatment by an external vet (specialist) is recommended – and provided that the condition of the animal permits it – the client or the client's representative will be contacted for due consultation.

4.5 The client is aware of and accepts the health risks associated with an animal's stay in the guesthouse.

4.6 If the client has appointed a third party as a representative, the client duly authorises this third party to make decisions about the animal's (medical) care and stay in the guesthouse.

5 PAYMENT AND FEES

5.1 Payment can either be made digitally, by debit card, or in cash to a bank account specified by the guesthouse. It will be a net payment, without discount or trade off. All payment terms count as strict deadlines

5.2 Unless it is stated otherwise, the fees given on the website apply per day, per animal. The day that the animal is brought in and the day that it is collected count as full days. The fee covers the costs of care, food and accommodation and includes VAT. As is stated on the website, for a stay of seven days or less, the client must pay a deposit. At the end of the stay, this deposit will be refunded to the client, or deducted from the balance due.

5.3 Unless otherwise agreed, in writing, the client must have paid the total amount due no later than two (2) weeks after receipt of the invoice. Once the full amount has been received, and the reservation has been confirmed in writing by the guesthouse, an agreement will exist between the parties.

5.4 If the reservation is made one week, or less, before the start of the intended stay, the full amount must be paid at the reception desk on the day the animal is brought in (= 1st boarding day).

5.5 If the client collects the animal earlier than was agreed, the cost of the remaining days of the animal's intended stay will not be refunded, but will be gratefully accepted as a gift.

6 CANCELLATION

6.1 It is possible to cancel a reservation, but costs will be incurred. A cancellation must be submitted in writing (preferably by e-mail).

Costs:

- (a) If the reservation is cancelled more than eight (8) weeks before the first day of the stay, the full amount paid by the client will be refunded, after the deduction of administration fees;
- (b) If the reservation is cancelled between two (2) and eight (8) weeks before the first day of the stay, the cancellation cost will be 25 per cent of the total value of the reservation, plus the usual administration fees;
- (c) If the reservation is cancelled less than two (2) weeks before the first day of the stay, the cancellation cost will be 50 per cent of the total value of the reservation, plus the usual administration fees.

6.2 If the client fails to bring the animal on the first day of the stay, and has not submitted a prior cancellation (no show), the client will be liable to pay 100 per cent of the total value of the reservation, plus the usual administration fees.

6.3 The calculation of the amount due will be based on the day that the written cancellation is received by the guesthouse. The receipt of a cancellation will be confirmed by the guesthouse, in writing (usually by e-mail).

6.4 Within the framework of this agreement, the client can also take out cancellation insurance. This insurance will cost 10 per cent of the total amount due under the agreement. When covered by this insurance, the amount that has already been paid to the guesthouse will be refunded if the client cancels the reservation. Administration fees will not be refunded.

7 LIABILITY

7.1 The guesthouse cannot be held responsible for a shortcoming in the execution of the agreement, if it is not the fault of the guesthouse, nor according to the law, legal act or societal interaction that the guesthouse is responsible for, or is the result of unforeseen circumstances at the guesthouse and/or involving persons and/or services and/or organisations that the guesthouse wishes to use in its execution of the agreement.

7.2 In the event of an unforeseen circumstance, the guesthouse will do its best to inform the client or the client's representative of this as soon as possible.

7.3 The guesthouse cannot be held liable for direct or indirect damage suffered by the client or third parties, that is related to a shortcoming by the guesthouse and/or persons or third parties engaged by the guesthouse in the execution of the agreement, unless it can be shown that there was wilful intent or gross negligence exclusively on the part of the guesthouse. The guesthouse cannot be held liable for wilful intent or gross negligence on the part of persons or third parties engaged by the guesthouse in the execution of the agreement.

7.4 In the event that the guesthouse can be held liable for any damage suffered by the client as the result of a failure on the part of the guesthouse to comply with its obligations under this agreement, the compensation will, at all times, be limited to the agreed fee for the animal's stay.

7.5 The client indemnifies the guesthouse against all damages and legal claims of third parties.

8 APPLICABLE LAW AND COMPETENT COURT

8.1 All agreements are subject exclusively to Dutch law.

8.2 Any dispute that might arise between the guesthouse and the client will be arbitrated exclusively by the civil court in Amsterdam.

8.3 These General Terms and Conditions can be seen on the website of Dierenopvang Amsterdam.