

General Terms and Conditions and Data Protection of „THE HOUSE AND PET CARE“

1. General Terms

The following general terms and conditions govern the contractual relationship between the client and „THE HOUSE AND PET CARE, owner Katharina Sievert and her team“.

1.1 A treatment contract is only concluded as soon as the client agrees to book an appointment; both in telephone form, which must be followed by written correspondence, and in written form such as a letter or e-mail. The client is the person who is the legal owner of the dog. By booking these services, the client recognises the general terms and conditions. Deviating general terms and conditions of the client are not valid. „THE HOUSE AND PET CARE“ reserves the right to amend the General Terms and Conditions.

1.2 „THE HOUSE AND PET CARE“ undertakes to treat the animal to be treated in a professional and species-appropriate manner in compliance with the Animal Welfare Act.

1.3 Treatment/care is provided exclusively by specialised veterinary staff.

1.4 When concluding the contract, the customer gives an assurance that he/she has the right to decide on the animal to be treated and its recovery or health maintenance.

1.5 The customer undertakes to provide „THE HOUSE AND PET CARE“ with all therapy-relevant information such as known illnesses, missing vaccinations, restrictions and medications of the animal or similar during the familiarisation visit.

1.6 Optionally, a short report from the pet's vet on the pet's current state of health can also be submitted. This must show both (previous) illnesses/ongoing therapies (medication incl. dosage) and possible short-term therapies. Otherwise, „THE HOUSE AND PET CARE“ reserves the right to cancel the treatment contract without notice. In this case, the total fee is due. Further claims are excluded.

1.7 The customer also undertakes to inform „THE HOUSE AND PET CARE“ of all characteristics of the animal, e.g. biting behaviour, without restriction. This also applies to conditions imposed on the dog such as muzzling or the use of a lead. Otherwise, „THE HOUSE AND PET CARE“ reserves the right to cancel the treatment contract without notice. In this case, the total fee is due. Further claims are excluded.

2. Treatment prices

2.1 „THE HOUSE AND PET CARE“ reserves the right to change the prices.

2.2 As a small business within the meaning of § 19 para. 1 UStG, no VAT will be charged.

3. Payment

3.1 **Payment of the total amount or at least 2/3 of the total amount must be made in cash directly at the start of care.** A bank transfer of the amount is possible in exceptional cases and

only after consultation with „THE HOUSE AND PET CARE“.

3.2 The item „Animal physiotherapy“, which is already included in various packages, can be shown for the animal insurance at the client’s request. This must be communicated by the client when the contract is concluded. If this is only done at a later date or on the first day of the animal’s care, a processing fee of **€25** will be charged.

4 Cancellation and reimbursement

4.1 Cancellation of this treatment contract can be made up to one week before the start of care at the latest. If this is not done in due time, the care time will be charged in full.

4.2 In the event of the death of the animal to be cared for and cancellation at short notice as a result, you will not be charged any amount. In such a sad case, we ask you to inform us of this by submitting proof from a vet/animal clinic.

4.3 If the animal to be cared for dies during the care, the client will be informed immediately by „THE HOUSE AND PET CARE“. In this case, the total fee paid will be refunded on a pro rata basis, less any treatments already provided. Any further claims are excluded.

4.4 The therapist may withdraw from his promise to provide services and cancel the existing contract for good cause in accordance with Section 313 of the German Civil Code (BGB). In this case, the total fee paid minus the treatments already performed will be refunded on a pro rata basis. Further claims are excluded.

5 Cancellation of bookings

Appointments may be cancelled in exceptional cases:

5.1 Emergencies that require acute treatment of the animal by a vet or veterinary clinic and involve a stay in hospital.

5.2 This also applies to short-term emergencies or illnesses of the pet owner.

6. Liability

The liability of „THE HOUSE AND PET CARE“ is limited to gross negligence and intent on the part of the carer of „THE HOUSE AND PET CARE“. In accordance with the German Civil Code, „THE HOUSE AND PET CARE“ acts neither as guardian nor as keeper.

6.1 Third-party negligenceLiability due to third-party negligence is excluded in accordance with § 276 - § 278 BGB.

6.2 Liability for loss of or damage to property „THE HOUSE AND PET CARE“ accepts no liability for the loss of or damage to the client’s property.

6.3 The client is liable for all damage caused by the animal to the therapist of „THE HOUSE AND PET CARE“, the therapy equipment and the car of „THE HOUSE AND PET CARE“ immediately after the care period and in full.

8. Place of fulfilment, place of jurisdiction

8.1 The place of fulfilment is the place where the service is provided. 8.2 The place of jurisdiction for both parties is the Wunsiedel Local Court.

9. Severability clause

Should one or more of the provisions of these General Terms and Conditions be invalid or only partially valid, this shall not affect the validity of the remaining provisions.

With his signature, the dog owner confirms that both he and the registered animal have valid liability insurance and that the respective premiums have been paid.

Proof of liability insurance must be presented on request.

By signing this contract, the customer recognises all the above conditions.

Place, date

Signature

Client information in accordance with the General Data Protection Regulation (the german DSGVO)

Dear Client,

according to the General Data Protection Regulation (GDPR), with effect from 25 May 2018, I am obliged to inform you about the purpose for which I collect and store your personal data and, if necessary, pass it on to third parties and what rights you are entitled to with regard to your data.

In detail, I will explain as follows:

1. The controller for the processing of customer data is:

THE HOUSE AND PET CARE

Katharina Sievert

Leutendorfer Strasse 10

95615 Marktredwitz

Germany

Tel.: 0160 44 66 8 44

E-Mail: info@thehouseandpetcare.com

Website: www.thehouseandpetcare.com

2. Your personal data (e.g. age, gender, address and contact details) will be collected for the purpose of caring for your pet during the period you have booked and for invoicing the services and stored in the digital patient files on an external hard drive and documented in the Medi diary. In addition to your personal contact details, the data includes in particular health data of the animal receiving veterinary care, such as previous course of therapy, documentation of general condition, medication/dosage/administration and other information. This veterinary documentation is also used for clarification and as proof of your pet's general condition at the next veterinary visit. The collection and processing of your personal data is a necessary prerequisite for adequate and careful care on the basis of the treatment contract between you and „THE HOUSE AND PET CARE“.
3. Data will only be transferred to third parties if this is legally permissible or if you have expressly consented to this. Third parties in this sense may be other service providers (animal therapists/animal health practitioners/veterinarians and veterinary clinics/animal nutritionists/animal chiropractors/animal orthopaedists and dog schools etc.) or health insurance companies.

4. Your personal data will be stored for at least 10 years after the end of the support (§ 630 f. BGB). Under certain circumstances, other statutory provisions may also provide for longer retention periods.
5. The legal basis for data processing is the treatment contract between „THE HOUSE AND PET CARE“ and the client (Art. 6 para. 1 b), Art. 9 para. 2 f), h) in conjunction with para. 3 DSGVO, Section 22 para. 1 no. 1 b) BDSG) and the declarations of consent given by you in this context.
6. Rights of the data subject regarding information, correction, deletion and blocking, right to object: You have various rights with regard to your data: You can request information about the data collected and the correction of incorrect data. Under certain circumstances, you also have the right to have the stored data deleted. You also have the right to restrict the processing/blocking of data, provided that the requirements are met. If the requirements are met, you also have the right to data portability (so-called right to data portability). In accordance with § 34 BDSG, you are entitled at any time to request comprehensive information from „THE HOUSE AND PET CARE“ about the personal data stored about you. In accordance with § 35 BDSG, you can request „THE HOUSE AND PET CARE“ to correct, delete and block individual personal data at any time. You can also exercise your right to object at any time without giving reasons and amend or completely revoke the declaration of consent you have given with effect for the future. You can revoke your consent to data processing at any time by telephone, e-mail or post to the contractual partner „THE HOUSE AND PET CARE“. You will not incur any costs other than the postage costs or the transmission costs according to the existing basic tariffs. Finally, you have the right to lodge a complaint with the competent supervisory authority if you are of the opinion that the processing of the data collected violates the DSGVO.

Data protection declaration of consent for communication via WhatsApp

Any further use of personal data and the collection of additional information regularly requires the consent of the data subject. You can give such consent voluntarily in the following section.

 I consent to „THE HOUSE AND PET CARE“ processing my personal data (e.g. name, telephone number, email address, postal address) for the purpose of making appointments, recording findings and communicating regarding veterinary care and any booked animal physiotherapy treatments and their treatment histories using the instant messaging service „WhatsApp“, **WhatsApp, Inc., 1601 Willow Road, Menlo Park, California 94025, USA.**

I have taken note that WhatsApp, Inc. receives personal data (in particular communication metadata), which is also processed on servers in countries outside the EU (e.g. USA) and that WhatsApp passes this data on to other companies within and outside the Facebook group of companies.

Further information can be found in WhatsApp's privacy policy (<https://www.whatsapp.com/legal/#privacy-policy>).

„THE HOUSE AND PET CARE“ has neither precise knowledge of nor any influence on data processing by WhatsApp, Inc. WhatsApp is certified under the Privacy Shield Agreement (<https://www.privacyshield.gov/participant?id=a2zt0000000TSnwAAG&status=Active>) and thus offers a guarantee of compliance with European data protection law.

Data protection declaration of consent for the collection of photos and videos

I agree that „THE HOUSE AND PET CARE“ may collect and store photos and videos for the purpose of recording findings and the course of treatment. This data will not be passed on to third parties without your express consent and will be used exclusively for physiotherapy treatment and communication with you.

Right to object

You can also exercise your right to object at any time without giving reasons and amend or completely revoke your **declaration of consent** with effect for the future.

You can revoke your consent to data processing at **any time** by telephone, e-mail or post to the contractual partner „THE HOUSE AND PET CARE“.

You will not incur any costs other than the postage costs or the transmission costs according to the existing basic tariffs.

Date, place, signature

If you have any questions on the individual points, please do not hesitate to contact me at any time.

THE HOUSE AND PET CARE

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95615 Marktredwitz
Germany

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Website: www.thehouseandpetcare.com