

GENERAL TERMS AND CONDITIONS

SITZ!PLATZ e.U. (dog care) and veterinary practice Dr. med. vet. Claudia Laschalt

1. General

- 1.1. The following conditions apply to all services.
- 1.2. In the following „SITZ!PLATZ e.U.“ and „veterinary practice Dr. Claudia Laschalt“ will be named contractor and pet owner will be named client.

2. Scope of application

- 2.1. The contractor provides all services on the basis of these “General Terms and Conditions”. The version valid at the time of the conclusion of the contract is decisive.
- 2.2. The contractor is entitled to change or add to these terms and conditions with a reasonable period of notice. If the client does not object to the changed or supplemented conditions within 4 weeks of the notification of the change or supplement, these changed or supplemented conditions will take effect.
- 2.3. If the client objects in due time, the contractor is entitled to terminate the contract at the point in time at which the amended or supplemented terms and conditions come into force.

3. Contractual basis

- 3.1. The contractor undertakes that the entrusted animals are cared for in a loving, species-appropriate and behavioral manner and with the greatest possible care in accordance with the applicable laws in the current version.
- 3.2. Excluded from the care are aggressive, incompatible, not house-trained dogs and dogs with infectious diseases (influenza, parasites, etc.), but not chronically ill and old dogs.
- 3.3. The client provides appropriate means of execution, such as a muzzle, tear-resistant leash and other aids that are required for the intended measures to take care of the animal.
- 3.4. The client assures the contractor that the dog to be looked after is his property and, to the best of his knowledge and belief, is free from parasites and other contagious diseases. In addition, the client informs the contractor about any other existing illness or the suspicion of a certain illness (chronic or acute), as well as about the known character and physical peculiarities of the animal.
- 3.5. The client assures the contractor that his dog is regularly treated as a precaution against parasites (regular deworming, flea and tick prophylaxis), has received the recommended annual vaccinations and is chipped.

- 3.6. If the animal to be looked after should run away in the care of the contractor, all necessary steps will be taken, such as e.g. informing the responsible animal shelter, reporting it to the police, the lost property office and / or the international animal identification database. Any costs incurred for these measures will be borne by the client if the escape occurred through no intentional or negligent fault on the part of the contractor.
- 3.7. In the event of danger to the health and life of the animal, the client agrees that the necessary veterinary care is carried out either by the contractor himself, or by another veterinarian selected by the contractor, or if expressly requested by the client, trusted veterinarian. If possible, the client will be contacted beforehand. The client bears the resulting costs.
- 3.8. The client's attention is drawn to the fact that if the animal is infected with an infectious disease while staying with the contractor, it cannot be kept in group housing, as there is a risk of the other dogs being infected. In this case, the sick animal is separated in its own room and can no longer be taken to the free runs. In this case, the client or the named contact person will be informed immediately and further action will be discussed.
- 3.9. If unforeseen additional expenses arise during the care (e.g. veterinary trips, cleaning costs, etc.), the costs incurred for this will be charged separately and must be paid by the client.
- 3.10. If an animal dies, the remains remain with a veterinarian (selection of the veterinarian as described under point 3.7.). The client can then decide for himself what to do with the remains. Any costs are also to be borne by the client.
- 3.11. The contractor is entitled to electronically save all of the client's data. The contractor will not pass this data on to third parties. The only exceptions to this are government agencies to which the contractor is obliged to provide information and other activities of external service providers requested by the client, such as dog grooming, laboratory tests or the like.

4. Scope of work

- 4.1. The animal will be looked after during the dog care in the contractor's animal rooms.
- 4.2. Unless the weather and organizational circumstances are a hindrance, the dogs are given an average of 1 hour a day during day care and dogs are allowed to run outdoors twice a week in the green in traffic-free areas (e.g. Danube Island) during holiday care. The animals are brought there by car or on foot on a leash. Dogs in holiday care can be taken out more than twice a week at the request of the client (for a fee). Dogs in holiday care are also taken to a short "walk for a walk" in the vicinity of the client's location in the morning and in the evening.
- 4.3. At the request of the client or in the case of longer care, the animal will be fed. It is possible for the client to bring the dog's usual food (no additional costs), or to have the food available at Sitz! Platz given (for a fee).

5. Contract period

- 5.1. If the client cannot take the animal back on the agreed date, the contractor must be informed immediately by phone, SMS or email.

- 5.2. If an animal is not picked up by the client at the agreed time and the contractor has not been informed, the animal another care place will be organized after 14 days. The resulting costs will be charged to the client.

6. Prices and Payments

- 6.1. The prices for dog care and the dog salon can be found in the price list (www.sitz-platz.at) and are individually adjusted in advance and in agreement with the client depending on the additional effort of the service (special agreements). The prices of the veterinary practice are to be requested during the consultation.

7. Cancellation of contract

- 7.1. Holiday reservations (day care with at least 1 night) can be canceled free of charge no later than 7 calendar days before the agreed date. Cancellation of holiday reservations are chargeable (50% of the order value) from the 6th calendar day before the agreed date. Day care, veterinary appointments and dog grooming appointments can be canceled free of charge up to 24 hours before; otherwise 50% of the order value must be reimbursed. For reservations that are not taken without cancellation, 100% of the order value must be reimbursed.

- 7.2. If the order is canceled prematurely by the client, no money can be reimbursed.

8. Liability

- 8.1. Claims for damages against the contractor are excluded unless they are based on willful or grossly negligent behavior on the part of the contractor himself or his vicarious agents. The limitation period for the assertion of damages is three years and begins at the point in time at which the action triggering the obligation to pay damages was committed. Should the statutory limitation periods lead to a shorter limitation period for the contractor in individual cases, these shall apply.

9. Severability Clause

- 9.1. Should one or more of the above provisions be invalid, this shall not affect the validity of the remaining provisions. This also applies if a part of a regulation is ineffective, but another part is effective. The respective ineffective provision should be replaced by the parties with a regulation that comes closest to the economic interests of both parties and which does not run counter to the other agreements.

By handing over the dog to the contractor, the client accepts the current version of the General Terms and Conditions.

Vienna, 08/12/2020