



General terms and conditions of Dierenhotel 't Gooi and Dibevo

Article 1 - Definitions

In these general terms and conditions, the following definitions apply:

<i>Pet:</i>	Your pet for which a boarding agreement was/is being arranged.
<i>Boarding agreement:</i>	The contract between Dierenhotel 't Gooi and you the client, in which we commit to house and care for your pet for a certain period for a price to be paid by you.
<i>Remote boarding agreement:</i>	Every boarding agreement arranged entirely using only one or more remote communication means.
<i>Care:</i>	The actions we shall carry out for your pet's welfare.
<i>Housing:</i>	Temporarily making available buildings, kennels and/or terrain for the accommodation and care of your pet.
<i>Reservation:</i>	The agreement between Dierenhotel 't Gooi and you the client to house your pet for an agreed period in the pet hotel at the rate applicable at the time of admitting the animal.
<i>Vaccination:</i>	The vaccinations required at the time of arranging the boarding agreement, which we shall inform you about and with which you the client must comply.
<i>Authorisation:</i>	A written power of attorney for us supplied by you the client, which commits us to calling in expert (veterinary) assistance at your expense when there are clear signals that your pet's welfare is in danger.

Article 2 - Applicability

These general terms and conditions apply to all agreements made between Dierenhotel 't Gooi and you the client which refer to the housing of your pet in our pet hotel.

Article 3 - Offer

1. Dierenhotel 't Gooi provides a verbal or written/electronic offer.
2. The offer contains the following components at very least:
 - the period to which the requested reservation applies;
 - the price and the method of payment;
 - the required vaccinations;
 - the cases when the housing of your pet can be refused;
 - your responsibility as the client to provide the name of a contact person and/or your own veterinarian for emergency consultations in special circumstances;
 - the name of the veterinarian Dierenhotel 't Gooi will call on if the welfare of your pet requires attention;
 - recording the presence of a quarantine room, an isolation room and a room for sick (not contagious) animals, or the possibility to create such rooms;
 - stating the existence of general terms and conditions applicable to the agreement.

3. You the client receive a written offer from us which is dated and valid for 30 days from the moment you receive it.
4. The written/electronic offer is accompanied by a copy of these general terms and conditions.

Article 4 - The agreement

1. The agreement comes into force by accepting the offer.
2. After the agreement has come into force, you the client will receive a confirmation of this in writing or by email, possibly in the form of an invoice.

Article 5 - The price and the price revisions

1. The price is documented in the concluded agreement and covers the cost of caring for, feeding and housing your pet and the associated VAT.
2. Price increases occurring between the moment at which the agreement was concluded and the moment at which it is implemented do not influence the agreed price.
3. The second point does not apply to changes in price derived from law, such as an increase in VAT.
4. For an agreed extension of the housing of your pet, the same price per day applies as the agreed price for the period that your pet has already been in the pet hotel.

Article 6 - The downpayment

[In the period from June 1 to September 1, we ask 30% of the total invoice amount as downpayment for every reservation. You can pay this downpayment via bank transfer, iDEAL or at our counter during opening hours.](#)

Article 7 - The payment

1. Unless otherwise agreed, payment of the outstanding amount, with deduction of any downpayment made, is done immediately upon termination of the boarding agreement. This can be a cash payment or a transfer of the sum owed to a bank account specified by Dierenhotel 't Gooi or electronic payment with a method accepted by banks.
2. If you pick up your pet early, we do not reimburse anything.
3. You will receive a confirmation of payment from Dierenhotel 't Gooi.

Article 8 - Delayed payment

1. You are in arrears once the agreed payment deadline has expired. Dierenhotel 't Gooi sends out a payment reminder after expiry of the deadline and gives you the client the opportunity to pay within 14 days after the receipt of this payment reminder.
2. If payment has not been made after expiry of the payment reminder deadline and you do not agree to submit the case to the Arbitration Committee, in conformance with article 17.4, we can turn to judicial or extrajudicial debt collection. The reasonable incurred costs are to be paid by you the client. These costs are subject to legal limits. Dierenhotel 't Gooi is also justified in charging interest from the expiry of the agreed payment deadline. This interest is the same as the legal interest.

Article 9 - Cancellation policy

If you cancel, you the client are nevertheless obliged to pay the invoice in full. This also applies if you do not cancel and do not turn up on the agreed date (see also Article 14).

1. Regular (outside the vacation periods specified below)

- Payment obligation: 75% of the total accommodation cost for cancellation within 14 days before the proposed start of the stay in the pet hotel.
- Payment obligation: 30% of the total accommodation cost for cancellation between 1 month and 14 days before the proposed start of the stay in the pet hotel.

2. During the school holidays in the Netherlands and in the period July 1 through September 15.

- Free of charge: up to 2 months before the start of the reservation.
- Payment obligation: 100% of the total reserved period if the reservation is modified and/or cancelled within 2 months before the start of the reservation.

Article 10 - Rights and obligations of Dierenhotel 't Gooi

1. Dierenhotel 't Gooi commits to providing the agreed care and housing according to the concluded boarding agreement for the agreed period in the manner fitting to a competent entrepreneur.
2. Dierenhotel 't Gooi shall take your individual wishes as client into account as much as possible regarding the housing and care of your pet. If these wishes deviate from the usual methods, they will be documented in writing and shared with everyone involved in the housing and care of your pet.

Article 11 - Your responsibilities and obligations as client

1. You the client must provide to Dierenhotel 't Gooi all requested information that is important for a proper and responsible housing and care of your pet, by the latest at the start of the period of stay of your pet. This includes any relevant documents.
2. You the client are obliged by signing the boarding agreement to provide proof that your pet has had the required vaccinations at that moment, and by the latest at the start of the period of stay of your pet in Dierenhotel 't Gooi. For dogs this refers to at least Carré disease, [kennel cough](#), hepatitis and parvovirus infection. For cats this concerns at least infectious gastroenteritis and cat flu. For more details about the mandatory vaccinations, you can also consult our website: <https://www.dierenhotel.nl/en/stay/vaccines/>.
3. You the client are liable for the consequences when Dierenhotel 't Gooi suffers damage as a result of not reporting data or providing incorrect data about your pet, unless this cannot be attributed to you.

Article 12 - Disease of your pet

1. Based on the authorisation you provided in advance, Dierenhotel 't Gooi is obliged if your pet becomes diseased (or is reasonably suspected of it) to consult the veterinarian specified in the offer. Furthermore, Dierenhotel 't Gooi is obliged in that case to take every measure that appears reasonable to us in the given situation. The associated costs are to be paid by you the client.
2. When it becomes apparent that expensive veterinary measures will be required for the recovery process of your pet, this will be reported to you the client or to the contact person you have specified. If this contact cannot be established quickly, despite all attempts to do so, and as a result there is a delay in the treatment of your pet, Dierenhotel 't Gooi cannot be held liable.
3. Dierenhotel 't Gooi may, after consultation with the veterinarian and upon prescription, administer or have administered a sedative or other medicine to your pet.
4. When returning your pet to you the client, Dierenhotel 't Gooi is obliged to provide a written report of the circumstances related to the disease of

your pet during the stay. If a veterinarian was consulted, that is definitely stated in the report.

Article 13 - Death of your pet

1. If your pet dies, Dierenhotel 't Gooi will inform you the client or the appointed contact person as soon as possible. You can collect your deceased pet within 1 week of the announcement from Dierenhotel 't Gooi at an agreed place. If not, then Dierenhotel 't Gooi will have your pet's remains disposed of.
2. If your pet dies during the stay in the pet hotel, Dierenhotel 't Gooi can have a veterinarian conduct an autopsy. Dierenhotel 't Gooi will inform you or the appointed contact person of the planned autopsy in advance. The cost of the autopsy will be paid by Dierenhotel 't Gooi.
3. You the client can:
 - have your own veterinarian conduct an autopsy on your deceased pet if Dierenhotel 't Gooi decides not to conduct an autopsy;
 - have your own veterinarian provide a second opinion of the cause of death.
 In both cases the cost of the examination and other costs are to be paid by you.
4. At your request, Dierenhotel 't Gooi can ensure that your pet's body is cremated or buried at your expense.

Article 14 - Consequences of not complying with the boarding agreement

1. If you do not arrive at the pet hotel with your pet on the starting date agreed in the boarding agreement and have not notified us, Dierenhotel 't Gooi is:
 - not obliged to keep the reserved period available any longer for your pet;
 - justified to charge 100% of the pet hotel price for the reserved period. The above does not apply if you the client cannot be held responsible.
2. If you do not collect your pet from us within 1 week after expiry of the boarding agreement without notifying us, Dierenhotel 't Gooi will warn you the client to come collect your pet. This warning will arrive as a registered letter with confirmation of receipt. A copy of this letter will be sent to any contact person you appointed. If you or the contact person does not respond to the summons within 2 weeks after receipt of the letter, Dierenhotel 't Gooi has the right to bring your pet to a certified animal shelter. You are obliged to pay the full pet hotel price (i.e. including the period of extension), plus any animal shelter costs.
3. If there is no space to accept a pet in the pet hotel at the moment that you report to us with your pet on the starting date agreed in the boarding agreement, Dierenhotel 't Gooi is obliged to arrange a good shelter for your pet within a reasonable period after the time of registration. You will be informed about this of course.

Article 15 - Liability

1. Dierenhotel 't Gooi is liable to you the client for damage resulting from a failure that can be ascribed to it or to its employees or people carrying out incidental work on its behalf. For compensation of the damage resulting from a failure of Dierenhotel 't Gooi or its employees, you are eligible if you inform Dierenhotel 't Gooi of it in writing within 30 days after the damage has occurred. The obligation to pay compensation is limited to a maximum of the amount of the invoice of the service provided by the entrepreneur.
2. Dierenhotel 't Gooi will inform you the client or any contact person you appointed of any unforeseen circumstances as quickly as possible.
3. You are liable to Dierenhotel 't Gooi for damage caused by inappropriate or deviant behaviour of your pet.
4. Dierenhotel 't Gooi is not liable to you for any damage caused by another pet to personal property that you left in the pet hotel because your pet is attached to it.

Article 16 - Complaints

Complaints about the implementation of the agreement must be described completely and clearly – preferably in writing or electronically – and submitted to Dierenhotel 't Gooi promptly, but by the latest within 14 days after the expiry of the boarding agreement. Not submitting the complaint in time can result in you losing your rights.

Article 17 - Disputes

1. Disputes between you the client and Dierenhotel 't Gooi about the arrangement or implementation of the boarding agreements can be presented by you or by Dierenhotel 't Gooi to Dibevo Geschillencommissie Gezelschapsdieren (Disputes Committee for companion animals), PO Box 94, 3800 AB Amersfoort.
2. A dispute is only handled by the Disputes Committee if you the client have already submitted your complaint to Dierenhotel 't Gooi first.
3. If the complaint does not lead to a solution, then you the client have 3 months, after the date on which you submitted the complaint to Dierenhotel 't Gooi, to submit the dispute to the Disputes Committee in writing or in another form to be determined by the Disputes Committee.
4. When you the client submit a dispute to the Disputes Committee, Dierenhotel 't Gooi is bound by this choice. If Dierenhotel 't Gooi wants to submit a dispute to the Disputes Committee, it must ask you to state whether you agree or not within 5 weeks. Dierenhotel 't Gooi must thereby announce that after expiry of the specified deadline, it will consider itself free to bring the dispute before the civil court.
5. The Disputes Committee issues its judgements in accordance with its applicable regulations. Upon request, these regulations will be sent to you. The decisions of the Disputes Committee have the nature of a binding advice. For the handling of a dispute, a fee is owed (the so-called complaint fee).
6. Exclusive jurisdiction over disputes shall rest with the court or the aforementioned Disputes Committee.

Article 18 - Compliance guarantee

The National Organisation Association Dibevo guarantees compliance with the binding advice issued by the Disputes Committee for you the client.

Article 19 - Deviation form the general terms and conditions

Individual deviations must be arranged in writing or electronically between Dierenhotel 't Gooi and you the client.

Article 20 - General terms and conditions for daycare

The following applies when you the client make use of daycare for your pet:

1. You can bring your dog to the daycare from 06:30 on Monday to Friday. Dogs must be collected by 20:00 at the latest.
2. If you are granted access to the grounds of Dierenhotel 't Gooi, you will receive a key and/or RFID tag. You remain personally responsible for its use at all times. You are not permitted to transfer it to a third party, unless in cases of illness or after consultation with Dierenhotel 't Gooi.
3. Upon loss or if it goes missing, you must report this immediately. The key and tag must not be labelled with recognisable details like the name of Dierenhotel 't Gooi or the alarm code. The boundary fence and the pet hotel must always be locked properly after every access.
4. Upon termination of the daycare, the key must be returned immediately. A security deposit of €50.00 is collected before receipt of the key.
5. Cancellation of the daycare of your pet is free of charge until by the latest 08:00 on the morning of the day before the starting date. After that time, you pay the agreed rate unless there are valid reasons for the cancellation. In that case, please contact us.

Exceptions to the general terms and conditions of Dibevo are printed in blue in these general terms and conditions of Dierenhotel 't Gooi.