

**TAILS & TRAILS**

HONDENUITLAATSERVICE

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General Terms & Conditions for Tails & Trails

Dog:
Owner:
Date:

These general terms and conditions apply to every dog that is a part of the walking service of Tails & Trails. By entering into a contract with Tails & Trails, you also agree to these Terms and Conditions.

Article 1 - Definitions

- 1.1 Dog; one or more dogs with regard to which the Supplier carries out the Client's Assignment.
- 1.2 Assignment; walking the Dog.
- 1.3 Supplier; Tails & Trails, located at Pijnboomstraat 58, 2565ZR, The Hague. Registered with the Chamber of Commerce under number 87229811.
- 1.4 Client; owner of the dog.
- 1.5 Agreement; agreement between Tails & Trails dog walking service and Client.

Article 2 - Agreement

- 2.1 These General Terms and Conditions apply to all agreements between the Supplier and the Client, unless expressly agreed differently. Deviation from the General Terms and Conditions in any form is, however, only possible if this has been laid down in writing and signed by both the Client and the Supplier.
- 2.2 The Supplier reserves the right to change the General Terms and Conditions and the quotations at all times. The Supplier will notify the Client of these changes by email or post at least one month in advance. After amendment of the General Terms and Conditions and quotations, the Client can no longer claim information provided in previous editions of these documents.
- 2.3 The provisions of the Dutch Civil Code apply to the General Terms and Conditions.
- 2.4 In all cases, the Client and the Supplier must have a signed copy of the general terms and conditions.

Article 3 - Dog health and behavior

- 3.1 The Dog must be healthy.
- 3.2 The Dog must be vaccinated against Distemper, Weil, Parvo and Kennel Cough as a preventive measure (stamps in passport).

- 3.3 The Dog must be treated preventively against ticks, lice, fleas and worms.
- 3.4 The Dog must be at least six months old for the pack walk.
- 3.6 The Dog must be sociable when dealing with fellow animals and people and be able to function well in a group.
- 3.7 The Dog must be (chemically) castrated.
- 3.8 The Dog cannot join the pack walk during the heat.
- 3.9 During the group walks, the Dog must listen to the basic commands ("come here", "sit"). If this is not the case, the dog will remain on a leash during the walk.
- 3.10 The Dog wears a collar with the Supplier's details during the walk.
- 3.11 If the Dog is on the list of high-risk dogs provided by the central government, they cannot join the group walk.
- 3.12 No use of shock collars, E-collars or prong collars will be tolerated.

Article 4 – Supplier's rights and obligations

- 4.1 The Supplier will collect the Dog at the agreed time and deliver it to the agreed address, unless otherwise agreed in writing.
- 4.2 The Supplier walks the Dog during the agreed time. The duration of the walk can be adjusted at the discretion of the Supplier in connection with the safety of the Dog.
- 4.3 The Supplier has the right to let the Dog run free, unless otherwise agreed.
- 4.4 The Supplier reserves the right to cancel the Assignment in the event of severe weather conditions such as extreme slippery conditions, extreme heat or weather alarms.
- 4.5 The Supplier cannot be regarded as the owner of the Dog.
- 4.6 By signing the General Terms and Conditions to the agreement, the Supplier is authorized to walk the Dog.
- 4.7 The Supplier handles the Dog in a responsible manner.
- 4.8 The Supplier reserves the right to cancel the Assignment at all times. The Supplier will inform the Client of this as soon as possible as soon as such a circumstance arises.
- 4.9 The Supplier reserves the right to refuse the Dog in advance, if it is of the opinion that the Dog may cause problems or a danger to other Dogs or persons placed in its care.
- 4.10 The Supplier reserves the right to refuse the Dog if it develops behavior that makes it unsuitable for the Assignment. The Supplier reserves the right to dissolve an agreement after it has already been agreed. For example, when the Dog develops behavior over time that makes the Dog unsuitable for the group walk. The Client will first be contacted about this.
- 4.11 The Supplier reserves the right if it is established that the Dog has a contagious disease not to walk the Dog during this period.
- 4.12 The Client must provide a notice period of 1 month if they wish to terminate the agreement.

Article 5 - Client's rights and obligations

- 5.1 The Client is at all times liable for damage to third parties or goods caused by the Dog.
- 5.2 The Client must have third-party liability insurance in which damage caused by the Dog is covered.
- 5.3 The Client authorizes the Supplier to provide medical care, at the expense of the Client, if the Supplier deems this necessary. If it appears that an important intervention is necessary, the Client will be contacted first, if possible.
- 5.4 Client accepts that the Dog may be wet and/or dirty after the walk. The Supplier takes care of the first cleaning (drying with a towel), but is not responsible for further consequences of this.
- 5.5 The Client ensures that the Dog is present at the agreed place and time. If the Dog is not present, the costs of the planned walk will be charged in full.

5.6 The Client is advised by the Supplier to let the Dog eat after the walk or otherwise at least 2 hours before the walk to prevent risk of gastric torsion in some breeds.

Article 6 - Liability

6.1 The Supplier cannot be regarded as the owner of the Dog.

6.2 The Supplier is not liable for accidents, veterinary costs or any form of material or non-material damage to third parties and/or Dogs within or outside the walking group.

6.3 The Client is liable for visible damage suffered by the Supplier or third parties, caused by the Dog. Any costs of medical care and damage to third parties will be recovered from the Client. If it is not clear which Dog is the cause of the damage, the costs will be shared between the Clients of the Dogs.

6.4 The Supplier is not liable for any injury, illness, infections, paralysis or possible loss of the Dog. With the exception of injuries caused directly by the Supplier. The Supplier will do everything in its power to prevent injury.

6.5 The Supplier is not liable for damage to the home or household effects as a result of a wet or dirty Dog.

6.6 Despite the greatest possible care, dedication and supervision, the Supplier cannot be held liable if the Dog runs away during the Assignment. In the event of loss, the Supplier will make every reasonable effort to find the Dog as soon as possible.

6.7 The Supplier is not liable for damage as a result of failure to perform the Assignment.

6.8 Any costs incurred or to be incurred as a result of, incurred by the Supplier or with an origin that can be traced back to the time of the Assignment, illnesses, injuries, disorders or death of the Dog are fully for the account of the Client.

Article 7 - Payment terms

7.1 Client pays the walks actually walked monthly.

7.2 The Client will receive a digital invoice every 1st of the month with an overview of the walks of the month before and the amount owed.

7.3 The amount owed, any additional services purchased as well as the costs of the payment reminder as referred to in paragraph 5 of this article, within 10 days of receipt of the invoice via the payment link or by transfer to the account of the Supplier, stating the invoice number and the name of the Dog.

7.4 In the absence of full and timely payment, the Client is legally in default.

7.5 After the payment date has passed, the Supplier will send a written payment reminder and will give the Client the opportunity to pay within 10 days of receipt of this payment reminder. If payment is not made, the Supplier will send a second payment reminder for which an additional € 15 in administration costs will be charged. After the second payment reminder and no payment, the Supplier will stop services until payment has been received.

7.6 In the event of repeated non-payment, the Supplier reserves the right to dissolve the agreement.

Article 8 - Fixed outlet days and times

8.1 Fixed outlet days and times offer a guaranteed place on the days and times to be determined in consultation with the Client.

8.2 The Supplier will give priority to fixed walking days and times, in order to guarantee the stability and tranquility in the walking groups as much as possible.

8.3 An occasional extra pack walk is an additional service. If and as long as the occupation of the pack in question allows it in the opinion of the Supplier, an extra walk can be used.

Article 9 - Exchanging days and holidays

9.1 Exchange is only possible as long as the occupation of the pack allows it.

9.2 The Supplier reserves the right to discontinue its services (temporarily or permanently), for example in connection with holidays or study days. The Supplier will inform the Clients of this in good time (at least 4 weeks in advance). If days are added afterwards, this will be discussed with Clients at least one month in advance.

9.3 The Client can temporarily stop the purchase of the services of the Supplier, for example in connection with a vacation. The Client must then inform the Supplier of this at least four weeks before the start.

Article 10 – Media rights

10.1 By using the services of the Supplier, the Client gives the Supplier permission to use the media taken of the Dog. This can be used for commercial purposes on social media and in any videos.