

Terms and conditions

Article 1 - In general

1.1 The following terms and conditions apply to the assignment, unless expressly deviated from it. Deviation from the general terms and conditions in any way is only possible if this has been recorded in writing and signed by both the client and the contractor.

1.2 The contractor reserves the right to change the general terms and conditions and the rates at all times. The general terms and conditions and rates at the time of concluding the agreement apply to existing reservations. If the general terms and conditions and rates are changed, the Client can no longer claim information provided in earlier editions of these documents. The contractor must inform the client in the event of changes to the general terms and conditions and/or rates.

Article 2 - Definitions

2.1 Contractor: MissPuss's catsitter

2.2 Client: the owner of the cat(s) (and other small pets), who has accepted the agreement in writing and thereby agrees to these general terms and conditions

2.3 Client's pet: The cat(s) (and possibly small other pets) for which the client has concluded the agreement with the contractor.

2.4 Client's home: The residential address of the client, where the client's pet(s) live

2.5 Caretaking: The work to be carried out by the contractor for the welfare and health of the client's pet(s).

2.6 Application; The request from the client to the contractor for a reservation. The request only becomes a definitive reservation when there has been an introductory meeting and the agreement has been signed by both parties.

2.7 Reservation: The period for which a written agreement has been concluded between the contractor and the client.

2.8 Agreement: The written and signed agreement between the contractor and the client.

2.9 Intake form; The written form that contains information about the care of the client's pet(s) and any deviations from the general terms and conditions

2.10 Force majeure: Disease, epidemics, pandemics, non-performance by third parties, extreme weather conditions, natural disasters, terrorism, cybercrime, loss or theft of keys, transport problems, fire, power failure, roadblocks, strikes or work interruptions, war and/or the threat thereof and/or other government measures that cannot be influenced.

Article 3 - Rights and obligations of the client

3.1 The client is obliged to fill in the agreement and the intake form completely and truthfully.

3.2 The client is liable to the contractor for damage suffered with regard to the failure to report information or to provide incorrect information with regard to the client's pet(s) for which the agreement has been concluded.

3.3 The client must ensure that a properly functioning key of the client's home is available for transfer to the contractor before the reservation starts. 3.4 The client ensures that there is plenty of food, changing material, cleaning material and possibly medicines available for the client's pet(s) in

the home where they are located. And there is a transport basket and possible vet passport available at the client's home.

3.5 The client will indicate in a timely manner if he/she arrives home earlier than planned or if he/she cannot be home on the agreed day due to demonstrable force majeure. Any extension of the reservation is always in consultation with the contractor.

3.6 Where possible, the client must designate a contact person and/or key holder in case of emergency situations and force majeure. If such a person is not available, additional arrangements can be made in case of emergency situations and force majeure.

3.7 The client must ensure that the client's pet(s) are free of parasites, fleas, ticks, worms, etc.

3.8 The Client must report whether and where there are (security) cameras in the house and whether they will be switched on during the catsitting period. A note of this is made on the intake form. The client may use images taken during the catsitting period for his own private use. These images may not be shared publicly in any way without express written permission.

Article 4 - Rights and obligations of the contractor

4.1 The contractor is obliged to take care of the client's pet(s) in a professional manner at the agreed address during the reservation period. The contractor will take into account the individual wishes of the client with regard to the care of the client's pet(s) as much as possible.

4.2 In the event of illness, ailments and death of the client's pet(s), the contractor will always first contact and consult with the client or the client's contact person how to act, unless it concerns an emergency. Then the contractor will act in the interest of the client's pet(s). The contractor is not liable for any resulting costs.

4.3 In the event of personal unforeseen circumstances, force majeure or calamities at the client's home, the contractor will inform and consult with the client or contact person as soon as possible.

4.4 The contractor ensures that an appointment is made about collecting the client's house key. And after the last visit the client's house key will be put in the letterbox, unless stated otherwise on the contract.

4.5 The contractor is responsible for daily communication to the client about the well-being and health of the client's pet(s), unless stated otherwise on the intake form.

4.6 The Contractor reserves the right to refuse an application without stating reasons.

Article 5 – The agreement

5.1 The application becomes final when the agreement is approved in writing by both parties and the deposit has been paid.

5.2 Individual deviations on the general terms and conditions must be recorded in writing on the intake form.

Article 6 – Services

6.1 Included in the price of the reservation are a one-time introductory meeting, the complete daily care for the client's pet(s), if agreed the administration of any medication, giving attention and playing, cleaning up accidents, prey and mess made by the client's pet(s), clearing mail, watering plants, daily communication about the client's pet(s) and taking care of key transfer.

Article 7 - Rates and payments

7.1 No VAT is charged on the prices displayed on the website (MissPuss makes use off the Small business regulation-KOR) and the prices include travel costs for the work area.

7.2 The price that the client must pay is laid down in the agreement.

7.3 After approval of the agreement by the client, the contractor will send a payment request for a minimum down payment of 50% of the total amount to the client as soon as possible by e-mail or telephone message. The payment of the deposit by the client makes the reservation final. As long as the payment has not been made, the client cannot claim the reservation period. If the deposit has not been paid a week before the start, the contractor will send a payment reminder. If this is not paid within 2 days, the reservation will be cancelled. If the reservation is closed within 1 week before the start, the client must pay the payment request no later than 2 days before the start of the reservation, otherwise the reservation will be cancelled.

7.4 For the outstanding amount, the contractor will send a payment request to the client by email or telephone message by the last day of the reservation period. This must be paid within two weeks after receipt. After the expiry of that date, the contractor will send a payment reminder and give the customer the opportunity to pay within 14 days of receipt of this payment reminder. If payment has still not been made after the expiry of the payment reminder, judicial or extrajudicial collection can be initiated. The costs are borne by the customer.

7.5 The client is not entitled to a discount or refund on the price if he/she terminates the agreed reservationperiod prematurely. (i.e. if the reservationperiod is terminated earlier by the client).

7.6 In the event of a mutually agreed extension of the reservationperiod, the same price per day applies as the agreed price of the existing reservation.

7.7 If any costs have to be incurred for extra work or materials, this will always be discussed in advance. This will be for the account of the client and will be charged by the contractor via a payment request.

Article 8 – Health, illness and mortality of the client’s pet(s)

8.1 If there are concerns about the health or condition of the client’s pet (s), the contractor will always first contact the client or the client's contact person. If necessary, the contractor can consult a veterinarian after consultation with the client. In addition to the costs for the vet, costs will be charged to the client. The contractor will then, as far as possible, use the veterinary clinic where the client’s pet(s) is known. In life-threatening situations for the client’s pet(s), the contractor will always act first in the interest of the client’s pet(s).

8.2 The contractor may, after consultation and on prescription from the veterinarian/veterinary clinic, administer sedative or other medication to the client’s pet(s) or have it administered.

8.3 In the event of death, the contractor will first contact the client or the client's contact person. At the request of the client, the contractor can arrange for destruction, burial or cremation. The costs incurred in this respect shall be borne by the client.

8.4 The client is obliged to fully inform the contractor about the condition and health of the cats.

Article 9 - cancellation regulation

9.1 If a written reservation is canceled in writing by the contractor 7 days or more before the relevant reservation, the client does not owe any cancellation costs. The contractor then pays back the down payment within 1 week after cancellation.

9.2 If part of the recorded reservation is canceled by the contractor 8 days or more before the relevant sittingperiod, there will be no refund of (part of) the down payment. The price difference will be included in the final payment.

9.3 In case of cancellations less than 7 days before the start of the relevant reservation, there is no refund of the amount paid.

9.4 If third parties (unsolicited) take over the care of the contractor(s), the contractor will still come and the payment obligation will continue to exist.

9.5 Once the sittingperiod has started, the cliënt is not entitled to a settlement of the agreed total amount stated in the contract in the event of (partial) cancellation of the reservation.

Article 10 - Liability

10.1 The client is liable according to Dutch law for the material and immaterial damage that his/her pet(s) causes directly or indirectly to others or to the property of the client and/or others.

10.2 If, due to demonstrable unforeseen circumstances or force majeure, the contractor is unable to provide caretaking or provide suitable replacement, the contractor will inform the client of this as soon as possible. Any damage resulting from this cannot be recovered from the contractor.

10.3 If the contractor could be held liable for any damage suffered by the client as a result of non-compliance with the obligations stated in the general terms and conditions, the compensation will at all times be limited to the total of the agreed rate of the agreement.

10.4 The contractor is not liable for burglary, theft or other damage to the home of the client during his/her absence, with the exception of damage directly caused by the contractor himself.

10.5 The contractor is not liable for the client's runaway pet(s) that are allowed to run loose according to the instructions of the client.

10.6 The contractor is not liable for contamination of the client's pet(s) with ear mites, fleas, worms, fungi, bacteria, viruses or contagious diseases.

10.7 In the event of illness of the contractor or calamities, the contractor will act to the best of its ability, in the interest of the client's pet(s). If, despite this, any delay occurs in the treatment of the client's pet(s) or if this leads to the death of the client's pet(s), the contractor cannot be held liable for this.

10.8 The contractor will administer medication to the best of her ability in accordance with instructions from the cliënt or the veterinarian/animal clinic (described in points 8.1 and 8.2). The contractor cannot be held liable for any consequences of administering the medication.

Article 11 - Disputes and applicable law and complaints

11.1 Invalidity or annulment of a part of these general terms and conditions does not result in the invalidity or annulment of all provisions of these general terms and conditions.

11.2 Complaints about the performance of the agreement and the reporting of damage must be fully and clearly described, preferably in writing or possibly electronically, as soon as possible, but no later than 1 week after the expiry of the reservation, to the contractor / client. Failure to submit the complaint in time may result in the contractor/client losing its rights.

11.3 If a dispute arises between the client and the contractor about the formation or performance of the agreement, this can be submitted to each other by both the contractor and the client. The starting point is that a solution is sought in mutual consultation.

11.4 In the event of disputes, the court in whose territory the contractor is established has jurisdiction in the first instance.

11.5 Dutch law applies to the assignment agreement and these general terms and conditions.