



GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (GTC) apply exclusively to all contractual obligations between Oliver Buchholz, Nussbaumallee 26, 14050 Berlin-Westend, hereinafter referred to as »ZWEIVIER« and the contractual partner, hereinafter referred to as » Dog Owner«. Differing individual contractual agreements take precedence over these general terms and conditions. If the contractual partner's general terms and conditions contain deviating conditions, their validity is expressly contradicted.

1. Subject matter of the contract

- 1.1 The dog walking service includes picking up and dropping off the dog from / to an agreed location. The duration of the care with travel times is usually around 4 hours. Of this time, the dog is outside for about three hours. Due to force majeure (slipperiness, thunderstorms etc.), the duration may be shortened or the walk may be canceled altogether for the protection of all parties involved.
- 1.2 The 24-hour individual care of the dog takes place in the home environment of ZWEIVIER. From Monday to Friday, the dog goes out with a maximum of 3 other dogs. The rest of the time is for everyday life — completely or almost as he knows it from home.

2. Dog Owner / Duties

2.1 General obligations

The Dog Owner assures that all information on the registration form has been provided truthfully and completely. The dog has a

- > current tax stamp (according to § 4 §12 HundeG Berlin)
- > existing immunization against distemper and parvovirus
- > forgery-proof identification (chip)
- > valid liability insurance (max. 500 Euro excess)
- > registration with the animal register Tasso e. V.

Copies of the relevant documents must be enclosed with the application forms

2.2 Obligation to report

All special features of the dog must be reported immediately upon conclusion of the contract and during the term of the contract. In particular, these are

- > official requirements such as leash / muzzle obligation
- > the beginning of a »heat«
- > any diseases and parasite infestation (fleas, mites etc.)
- > fear / uncertainty in connection with
e. g. noises, living creatures, objects, locations, situations
- > behavioral abnormalities that pose a potential danger to public safety (§ 5 paragraph 3 HundeG Berlin) — these are, for example, excessive attack and fighting behavior, biting incidents, dangerous jumping and hunting behavior.

3. ZWEIVIER / Duties

ZWEIVIER looks after every dog with the utmost care:

- › All food intolerances / allergies of the dog are taken into account when giving small pieces of food (treats). Any further feeding of the dog will only take place after consultation with the Dog Owner.
- › It is assured that all entrusted dogs will be treated in a manner appropriate to their species and behavior and that the animal welfare act and its ancillary provisions will be observed.
- › In accordance with load securing regulations § 23 StV the dog is kept in the trunk / rear seat of the vehicle during the travel time, which is secured with a dog fence to the front of the vehicle.
- › Each dog is looked after carefully to the best of our knowledge. In addition, each dog wears a gps tracker (tractive dog 4) and a tag with the ZWEIVIER contact details during the care times. If a dog runs away despite all this and cannot be found promptly, the Dog Owner will be informed immediately. After consultation with the Dog Owner, the necessary steps will be taken.
- › Only key dogs and dogs in 24-hour individual care are cleaned, dried, brushed and, if necessary, professionally freed of ticks.
- › Keys provided by the Dog Owner for their living quarters are used exclusively for the purpose of picking up / returning the dog, are kept safe and are not passed on to third parties. In addition, third parties will not be granted access to the living quarters.
- › Dogs with an infectious disease or parasite infestation will not be looked after for the protection of all parties involved. Only after presentation of a veterinary health certificate is participation in the dog walking service or 24-hour individual care possible again.

4. Emergency

Should the dog suffer an injury or other health impairment during the care period, ZWEIVIER will inform the Dog Owner immediately. If a coordination process is not possible and ZWEIVIER considers veterinary treatment to be indispensable, the Dog Owner agrees to veterinary treatment at this stage. The resulting costs shall be borne entirely by the Dog Owner.

5. Liability

- 5.1 The Dog Owner shall assume unlimited liability for damages resulting from a breach of the obligations pursuant to section 2 of these GTC by the Dog Owner.
- 5.2 Claims for damages by the Dog Owner based on a slightly negligent breach of duty by ZWEIVIER, its legal representatives or vicarious agents are excluded. Excluded from this are claims for damages due to injury to life, limb or health and claims for damages arising from the breach of material contractual obligations.
- 5.3 Female dogs in heat are excluded from the dog walking service. ZWEIVIER shall not be liable for the consequences of a mating if the Dog Owner does not notice and report the heat in good time.
- 5.4 ZWEIVIER accepts no liability for collars or other items on the dogs

6. Fee

The valid fees can be found on the ZWEIVIER website. Changes will be communicated to the Dog Owner at least 6 weeks in advance. The service is payable by bank transfer after invoicing. Cash payments are not possible. Invoices are sent by E-Mail for environmental reasons. If a paper invoice is required, a brief notification is sufficient.

7. Cancellations

With the exception of illness or the dog being in heat, cancellations for agreed appointments must be communicated at least 24 hours in advance by SMS, WhatsApp or E-Mail. Otherwise, ZWEIVIER reserves the right to charge the full fee.

8. Consent

During the care hours, ZWEIVIER occasionally takes photos and videos of the entrusted dogs, which are used for marketing purposes in online media. By concluding the contract, you agree to this.

9. Miscellaneous

Should any provision of these General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid provision with a valid provision that comes as close as possible to the invalid provision. German law shall apply.

Berlin, 01.12.2023