

Terms and Conditions for our boarding services

1) Subject of the contract

The present contract concerns the provision by Von Casa Falco of accommodation services and/or other services, e.g. grooming, for pets including but not limited to dogs, cats, birds, rabbits, ferrets and turtles as requested by the client in the "acceptance form" provided by Von Casa Falco, which is an integral part of this contract. Von Casa Falco undertakes to provide the services agreed upon in exchange for payment of a fee in cash according to the rates in force at the time of agreement.

2) Ownership of the animal - Exclusion of liability - Delegation of the delivery/collection of the animal - Required documentation

The customer, with the signing of this contract, declares to be the legitimate owner of the animal entrusted to Von Casa Falco and that he/she is provided with a microchip/tattoo duly registered with the appropriate administrative authority, exempting Von Casa Falco from any responsibility relating to the truthfulness/regularity of said administrative duties. The customer who owns an animal from abroad, with the signing of this contract, declares that his/her pet has a valid passport and rabies vaccination.

Upon delivery of the animal to Von Casa Falco, the customer will be obliged to hand in a copy of the animal's health booklet complete with the indications described in section 3). The customer is aware, and expressly agrees, that an animal without a microchip/tattoo will not be accepted.

In the event that the customer is not the legitimate owner of the animal to be entrusted and/or to be picked up from the facility in question, he/she, under his/her exclusive responsibility, must carry and deliver to Von Casa Falco written permission for delivery and/or the withdrawal of the animal, signed by the legitimate owner, together with a copy of the identity document of the delegating party and of the current delegate.

The customer, if he/she is not the legitimate owner of the animal to be entrusted and/or to be withdrawn from the facility in question, with the signing of this contract is aware, and expressly declares to accept, that the animal cannot be accepted by the structure and/or returned by the same in the absence of the aforementioned proxy.

The customer, by signing this contract, expressly declares that he/she assumes all responsibility and in any case relieves Von Casa Falco of any responsibility whatsoever, concerning the property and/or other rights claimed by third parties over the animal entrusted to the same facility.

3) Vaccinations - Exclusion of liability

The customer, by signing this contract, expressly declares, under his/her own responsibility, that the animal entrusted to Von Casa Falco has received the required medical treatment and has been vaccinated according to the entry requirements of the facility.

The customer, upon delivery of the animal to the facility, must provide a copy of the health card updated with the vaccinations carried out on the animal in question.

The customer is informed that the animal to enter the facility **must** have been subjected to the following vaccines according to the latest **WSAVA guidelines**:

1st) hexavalent/pentavalent (or trivalent for cats) vaccination for less than 1 year. If the vaccine length is 3 years client must bring the certificate of the vet that confirm the pet is still protect by the vaccine; 2nd) leptospirosis vaccination for less than a year

The client is also aware and approves that:

- Unvaccinated subjects will not be accepted unless accompanied by a veterinary medical certificate stating:

- that the dog/cat is too old to be vaccinated;
- the dog/cat cannot be vaccinated for serious health reasons;

If you decide to have the animal carry out the recommended vaccination against bronchotracheite, you must respect the following table: Nobivac KC (at least 10 days must have passed from the administration before entering the structure).

Dogs and cats from abroad entering the facility must have a valid passport and rabies vaccination, in addition to the vaccinations indicated above.

4) Animal health status - Diseases/pathologies - Responsibility towards third parties (things, people, animals) - Disclaimer

The customer, by signing this contract, expressly declares that the animal entrusted to Von Casa Falco is in good health and is free from diseases/pathologies that may put his/her health and/or life, or the health and/or life of other animals at the facility, at risk during the stay at Von Casa Falco. The client, in case of existence of pathologies in the animal diagnosed before his/her entry at the facility, must acknowledge it at time of check-in to the facility by showing a suitable veterinary medical certificate, and **exonerates Von Casa Falco entirely from any responsibility**, of whatever nature, consequent to the aggravation of these pathologies, including death, during the animal's stay in the facility.

The customer also exempts Von Casa Falco from any responsibility, of any nature whatsoever, for the consequences, including death, to the animal due to diseases/pathologies incubated by the animal before entering the facility but manifested during the stay at Von Casa Falco.

In the event that the customer has not declared pathologies/diseases inherent to the animal entrusted to Von Casa Falco, this will result in the termination of this contract, pursuant to Article 1456 of the Civil Code, with the consequent right of Von Casa Falco to request compensation for any damage suffered.

The customer exempts Von Casa Falco from all responsibility, whatever its nature, due to the consequences, of any nature whatsoever, deriving to the animal due to diseases/pathologies carried by other guests at the facility.

The customer exempts Von Casa Falco from all responsibility, whatever its nature, for the consequences, of any nature whatsoever, arising to other host animals at the facility due to illnesses/diseases of which the customers own animal is carrier of.

The customer also exempts Von Casa Falco from all responsibility, whatever its nature, for the consequences, of any nature whatsoever, deriving to the animal due to sudden and/or unpredictable diseases/pathologies (including but not limited to heart attack, self-harm, anaphylactic shock, etc.), which occurred during the animal's stay at Von Casa Falco.

The customer expressly declares that he/she assumes all responsibility and in any case relieves Von Casa Falco of any responsibility whatsoever, of any damage caused by the animal to the structure caused to people and/or things and/or others animals during the stay at Von Casa Falco.

5) Veterinary care

The customer, at the time of acceptance of the animal at the facility, will be able to provide information of the preferred veterinary surgeon to whom the staff of Von Casa Falco will have to refer in case of need of the animal while the animal is boarded at Von Casa Falco.

Von Casa Falco, if the animal needs veterinary care, whether urgent or not, it will promptly inform the customer using the information provided in the "acceptance form" to which the customer declares to be available.

In the event that the animal requires NON-urgent veterinary care, the client, after having been informed by Von Casa Falco about this need, will have to give written consent to the intervention of the veterinarian and the execution of the same. It is understood that, in the event that the customer does not consent to the veterinary care, Von Casa Falco will in no way be held responsible for any aggravation of health of the animal.

If the animal urgently needs treatment, the customer is aware, and expressly authorizes from now on, Von Casa Falco to contact the vet indicated by the customer. In case of failure to contact the one in the acceptance form, and/or if the veterinarian indicated in the form is not readily available, Von Casa Falco will contact a trusted veterinarian of the facility, in order to provide the appropriate care: whose expenses and competences will remain, in any case, the sole responsibility of the same customer, including animal transport. The customer, with the signing of this contract, assumes, therefore, every obligation relating to the veterinary services provided by the veterinarian, exempting and, in any case, relieving Von Casa Falco from any responsibility related to them. In any case, the customer expressly exempts Von Casa Falco from any responsibility deriving from the professional activity carried out on the animal by the appointed veterinary surgeon.

6) Price list - Methods of payment for services - Animal withdrawal from the structure

The customer is aware, and expressly agrees, that on the date of signing of this contract, and of delivering the animal to Von Casa Falco, will have to pay a cash deposit equal to 50% of the total sum due to the facility, on the basis of the number of nights agreed and services selected in the "acceptance form". The balance of the sums due must be paid by the customer at the time of withdrawal of the animal from the facility.

The customer is aware, and expressly agrees, that the animal hosted by the structure must be collected by 12:30pm on the day of departure indicated in the "acceptance form". The customer expressly accepts that if he/she choose to pick up the animal after 12:30pm on the agreed departure day indicated in the "acceptance form", Von Casa Falco will charge an extra night, according to the rates in force.

The customer is aware, and expressly agrees that, in the case of booking services through the site <http://voncasafalco.it>, if the customer does not show up at the Von Casa Falco facility on the indicated arrival date, he will be charged the 100% of the amount of the first night of stay, according to the current rate for type of accommodation indicated.

The customer is aware, and expressly accepts that, in the event of early pick-up of the animal from the facility, Von Casa Falco will still charge the entire period indicated in the "acceptance form". By signing this document, the customer expressly declares to have seen the price list applied by Von Casa Falco for the services available, which can also be viewed

by visiting the website http://voncasafalco.it?page_id=220, and accepts its contents.

7) Criminal clause

The customer is aware and expressly accepts that the non-collection of the animal from the facility on the scheduled date as indicated in the acceptance form will result in the **payment of €50.00 as a penalty pursuant to art. 1382 c.c. for each animal, per day of delay of collection of the animal**, in addition to, in any case, the right to compensation for further damage suffered by Von Casa Falco.

8) Competent court

The parties expressly agree that any dispute arising from this contract, and from the execution of the obligations, will be delegated to the judicial authority of the **Court of Vicenza**.

9) Personal data processing - Authorization to use images - video - audio

The customer authorizes Von Casa Falco to process his personal data pursuant to and for the purposes of d. lgs. n. 196/2003 and of the EU Regulation "GDPR" n. 2016/679. The Customer authorizes, without requiring any compensation, Von Casa Falco to use images, videos and photos depicting the animal in question for commercial and/or advertising purposes of the company itself.

