



1.1. The following terms and conditions (GTC) apply exclusively to all care and maintenance contracts (contractual relationship) concluded between the owner of the animal and/or the pet owner who takes care of the animal (pet owner) and the Tierpension Happy Feet (animal boarding house) as well as all services of the animal boarding house.

1.2. The subject of the contract with the animal boarding house is species-appropriate care and custody, care and supervision of the animal at the current prices according to the price list of the animal boarding house for the duration of stay agreed with the pet owner. (To be found on the Internet at www.tierpension-happy-feet.de/en/ at the respective animal).

1.3. The contract is concluded by the booking confirmation of the animal pension.

1.4. These terms and conditions can be viewed at any time on the Internet on the homepage www.tierpension-happy-feet.de (Terms and Conditions), on the reverse side or as a supplement to the care and nursing contracts and by posting them on the notice board in the boarding house.

2.1. For the protection and in the interest of all host and care animals, animals must be free of infectious diseases and parasites at admission, regularly dewormed and treated against fleas and ticks.

2.2. The pet owner must **inform the boarding house before the stay** about existing illnesses, incompatibilities, sensitivities, particularities of the food and veterinary care/medication of his animal. Otherwise, the boarding house reserves **the right to refuse admission and care**. The pet owner shall be liable for the full amount of any costs incurred by the boarding house. Furthermore, the boarding house will not cover any costs incurred by the pet owner as a result of the refusal of care.

2.3. **Rabbits** must have a current and valid vaccination: Myxomatosis, RHD and RHD2.

2.4. **Dogs** must have a valid liability insurance and a current vaccination protection (SHPILT). The deworming certificate from the veterinarian must be presented.

2.5. **Cats** must have a current and valid vaccination: RCP

2.6. The vaccination certificate must be presented to the boarding house before/at the beginning of the stay.

2.7. In case of emergency, the animal boarding house will try to contact the pet owner via the emergency number. Should veterinary treatment become necessary during the stay at the boarding house, the pet owner must pay all costs of the treatment and any necessary follow-up costs against proof. The boarding kennel is entitled to charge travel expenses and an expense allowance for a necessary visit to the veterinarian or veterinary clinic.

3.1. Each animal is admitted at the owner's own risk.

3.2. The liability of the animal boarding house for damages of all kinds is excluded, as far as legally permissible and as far as based on the typical dangers emanating from the animal, unless a damage is based on intent or gross negligence or on an injury to life, body or health (§ 834 S 2. BGB). Otherwise, any liability is limited to the typically foreseeable damage, but in total to no more than half of the total cost of the animal's stay in the animal boarding house (contract value).



**Tierpension
Happy Feet**

**General Terms and Conditions (AGB) of Tierpension
Happy Feet, Owner: Kathrin Simon**

Carl-Benz-Str. 9, 69207 Sandhausen

Phone 0172 1368195

E-Mail: info@tierpension-happy-feet.de

www.tierpension-happy-feet.de

3.3. In the event of disruptions to the service of the animal boarding house, we will endeavour to remedy the situation as soon as we become aware of it, whereby animal welfare is our first priority.

3.4. The pet owner is obliged to make all reasonable contributions, in particular to comply with his information obligations, in order to ensure an undisturbed, smooth running and stay in the boarding house.

3.5. No liability can be accepted for objects/items brought along (e.g. baskets, pillows, blankets, toys).

4. Events of force majeure, which make performance considerably more difficult or temporarily impossible, entitle the respective party to postpone the performance of its services for the duration of the hindrance and a reasonable start-up period. The parties to the contract shall inform each other immediately of the occurrence of such circumstances, taking into account animal welfare.

5.1. The care and nursing costs for the duration of the animal's stay (total care fee) and other services and expenses are to be paid in advance and in full according to the current price list. (To be found on the Internet at www.tierpension-happy-feet.de/en/ at the respective animal).

All prices include the respective legal sales tax.

5.2. Unless otherwise agreed with the boarding house in individual cases, at least **60%** of the care and nursing costs for the duration of the animal's stay are to be paid by the pet owner as a deposit when booking.

5.3. At the latest when the animal is handed over, care and nursing costs for the agreed duration of the animal's stay must be paid in full in advance.

5.4. Dates for the delivery and handing over of the animal as well as for picking up and visiting the boarding house are only by prior arrangement. Arrival and departure days are calculated as full days of care and supervision.

5.5. Cancellation of Booked Care and Boarding Places

Cancellations of booked care and boarding places must be made in text form, preferably by email to: info@tierpension-happy-feet.de. The date on which the cancellation is received by the pet boarding facility shall be decisive for calculating the applicable cancellation periods.

5.6. Administration and Cancellation Fee

For each cancellation of an already booked care and boarding place, an administration fee of €30.00 may be retained to cover the administrative and accounting expenses already incurred.

The customer/pet owner shall be entitled to demonstrate that the pet boarding facility has incurred no loss whatsoever or that the loss incurred is substantially lower than the administration fee.

We reserve the right to demonstrate and claim any higher loss actually incurred instead of the above-mentioned flat-rate fee.

Where the care and boarding place made available as a result of the cancellation can be reallocated in whole or in part, any income generated from such reallocation shall be deducted from the amount of compensation payable.



Customers are advised to take out travel cancellation insurance or pet care cancellation insurance.

5.7. Cancellations Outside School Holiday Periods

Outside school holiday periods, a booking may be cancelled up to 30 days before the beginning of the booked stay without incurring a percentage-based cancellation charge. The administration fee pursuant to Clause 5.6 shall remain unaffected.

5.8. Cancellation Charges Outside School Holiday Periods

For cancellations made at a later date outside school holiday periods, the pet boarding facility shall charge the following cancellation fees, calculated on the agreed total care and boarding fee per animal:

- from the 29th to the 15th day before the beginning of the booked stay: 50%
- from the 14th to the 7th day before the beginning of the booked stay: 80%
- from the 6th day before the beginning of the booked stay up to and including the scheduled start date, as well as in the event of failure to cancel or failure to arrive on the scheduled start date: 100%

The customer/pet owner shall be entitled to demonstrate that the pet boarding facility has incurred no loss whatsoever or that the loss incurred is substantially lower than the administration and cancellation fees charged.

We reserve the right to demonstrate and claim any higher loss actually incurred instead of the above-mentioned flat-rate fees.

Where the care and boarding place made available as a result of the cancellation can be reallocated in whole or in part, any income generated from such reallocation shall be deducted from the amount of compensation payable.

Customers are advised to take out travel cancellation insurance or pet care cancellation insurance.

5.9. Cancellations During School Holiday Periods

During school holiday periods, a booking may be cancelled up to 60 days before the beginning of the booked stay without incurring a percentage-based cancellation charge. The administration fee pursuant to Clause 5.6 shall remain unaffected.

5.10. Cancellation Charges During School Holiday Periods

For cancellations made at a later date during school holiday periods, the pet boarding facility shall charge the following cancellation fees, calculated on the agreed total care and boarding fee per animal:

- from the 59th to the 15th day before the beginning of the booked stay: 50%
- from the 14th to the 7th day before the beginning of the booked stay: 80%
- from the 6th day before the beginning of the booked stay up to and including the scheduled start date, as well as in the event of failure to cancel or failure to arrive on the scheduled start date: 100% of the agreed total care and boarding fee per animal



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5.11. School Holiday Periods

For the purposes of the above provisions, the applicable official school holiday periods in the German federal states of Baden-Württemberg, Hesse and Rhineland-Palatinate shall apply.

Any period during which official school holidays are taking place in at least one of these three federal states shall be deemed a school holiday period.

5.12. Early Collection

Where an animal is collected before the agreed and booked end of its stay, no refund shall be made for any unused days of care and boarding, unless the pet boarding facility is responsible for the early collection.

6. 1. The pet owner declares his explicit consent to the collection and processing of his personal data by the animal boarding house. The pet owner declares his explicit consent to the collection and processing of his personal data by the boarding kennel, which is necessary for the execution of the contract. You will find more details in our data protection declaration, which can be viewed and printed out at any time on the website www.tierpension-happy-feet.de/en/privacy.html .

6.2. The pet owner agrees that video and photo recordings may be made of his animal during his stay, which may be used for advertising purposes of the boarding house.

7.1. Should individual provisions of these terms and conditions be or become invalid or void, this shall not affect the validity of the remaining provisions.

7. 2. The legal domicile and place of jurisdiction is Sandhausen.

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