General Terms and Conditions

1. 1. Establishment and Conditions of a Contractual Relationship

1.1. These General Terms and Conditions are concluded between the Customer and the Provider on the basis of stipulations of later regulations.

1.1.2. Provider	Accountable manager:
Agentura DogHoliday.cz	Bc. Nikol Šabatová
Jeřabinová 864/3	+420 736 151 119
337 01 Rokycany	IČ 03512703
	DIČ 9151242298

1.1.3. Areas of Service Provision:

The Capital City of Prague and its vicinity

1.2. A contractual relationship between a Customer and the Provider is established on the basis of the Customer's written order through the Order Form found at http://www.dogholiday.cz, or on the basis of an email, phone or other kind of order which has been confirmed (accepted) by both parties.

1.3. The order is non-binding until a Cat / Dog Sitting Agreement (hereinafter referred to as Agreement) is signed by a DohHoliday.cz or HolidayCat.cz Agency employee (hereinafter referred to as Pet Sitter) and the Customer in the home environment of the animals, or in the Provider's environment where the pet sitting will take place. The order also becomes binding 7 days before the service is to start, if a preliminary meeting has happened in the past and the Pet Sitter already has the Customer's keys.

2. Subject of Performance

2.1. The subject of performance is provision of cat sitting services or dog walking/sitting in the Customer's home or in the Provider's home as established by the scope of business of the Provider.

2.2. The Provider undertakes to provide the ordered service to the Customer properly in accordance with the concluded Agreement which is signed at the preliminary meeting of the Pet Sitter and the Customer.

2.2.1. Subject of the Dog Sitting Agreement

2.2.1.1. The Provider represented by the Pet Sitter hereby undertakes to provide care to their pets in the scope stated in the Agreement. **2.2.1.2.** The Provider represented by the Pet Sitter hereby undertakes to look after the pets with love and due care.

2.2.1.3. The Provider represented by the Pet Sitter hereby undertakes that they will only enter areas necessary for performance of tasks stated in the Agreement.

2.2.1.4. The Provider represented by the Pet Sitter is bound to maintain confidentiality towards third parties regarding the services provided according to Act No. 101/2000 Coll. on the Protection of Personal Data as amended.

2.2.1.5. The Customer hereby consents that the Provider represented by the Pet Sitter will provide care to the pets and other services stated in the Agreement on the agreed upon dates, at the address given by the Customer.

2.2.1.6. The Customer hereby hands over the keys to the place of residence of the pets to the Pet Sitter and agrees to the return date stated in the Agreement.

2.2.1.7. The Customer is aware of the General Terms and Conditions and related Cancellation Policy for the services available at <u>www.DogHoliday.cz</u>, or <u>www.HolidayCat.cz</u> and agrees to them by signing.

2.2.1.8. The agreement is drawn up in two copies, one for the Customer and one for the Provider represented by the Pet Sitter.

3. Rights and Duties of Contractual Parties

3.1. The Provider is responsible for the Pet Sitters's clean criminal record.

3.2. The Pet Sitters work according to the common practice in the profession and perform their duties to the best of their knowledge and belief.

3.3. The Provider, represented by the Pet Sitter, undertakes to inform the Customer about the current health and mental state of the animal after each visit both in a written form and through photographs.

4.1. The price of an order is determined from the current price list of the Provider found at <u>www.DogHoliday.cz</u> or <u>www.holidaycat.cz</u>, under the Price List tab.

4.2. The contractual parties can also negotiate a different, individual price (e.g. for more visits paid at once for a reduced price) if the Customer is interested.

5. Terms of Payment

5.1. The payment document for paying the job performed is the Cat /Dog Sitting Agreement issued by the Provider, represented by the Pet Sitter, at the preliminary meeting with the client due on the day stated in the Agreement or after sending an invoice to the Customer's email. The standard due period is 7 business days after concluding and signing the Agreement or no later than before the service is to be provided.

5.2. The Customer undertakes to pay the amount to the Provider by bank transfer to the account: Česká Spořitelna 1860533143/0800 with the variable symbol stated in the Agreement.

5.3. The Customer undertakes to pay the full amount to the Provider no later than 5 days after signing the Agreement, or by the first day of the pet sitting period (if the agreement is signed fewer than 5 days before the pet sitting period).

6. Cancellation Policy

6.1. All year round:

If the order is cancelled 48 and fewer hours before the pet sitting period starts, the Provider will charge the Customer the full price of the cancelled pet sitting. The Customer can reschedule the pet sitting for any period within the next 6 months. Otherwise the amount is forfeited.

6.2. From April to September and in December:

If the order is cancelled fewer than 7 days before the pet sitting period starts, the Provider will charge the Customer 60% of the full price. The customer can use the amount on pet sitting within the next 6 months. Otherwise the amount is forfeited.

6.3. From October to November and from January to March:

If the order is cancelled fewer than 7 days before the pet sitting period starts, the Provider will charge the Customer 40% of the full price. The customer can use the amount on pet sitting within the next 6 months. Otherwise the amount is forfeited.

6.4. Cancelling pet sitting in progress:

If the pet sitting is not carried out until the end of the period (e.g. because of an earlier return), the Customer can use the rest of the paid amount on pet sitting within the next 6 months. Otherwise the amount is forfeited.

6.5. Exemption from the obligation to pay:

In isolated cases, it is possible to waive the Customer's obligation to pay, or lower the amount. The specific cases include serious illness/injury and more. The decision to waive the payment is made solely by the Provider.

7. Conditions for a Future Order

7.1. The Customer undertakes not to contact the Pet Sitters or reply to a direct pet sitting offer from the Pet Sitter without contacting the Provider immediately after the pet sitting period ends and in the following 12 months .

8. Final Provisions

8.1. The contractual relationship between the contractual parties that is not explicitly regulated by these General Terms and Conditions is governed by the relevant provisions of Act No. 513/1991 Coll. (the Commercial Code of the Czech Republic).

8.2. These General Terms and Conditions are binding for both contractual parties.

8.3. These General Terms and Conditions are effective from the 1st January 2017.