



THE UNDERSIGNED,

“Faculty”: Utrecht University, a legal entity registered in Utrecht, on behalf of its Faculty of Veterinary Medicine, represented by the Director of the Faculty and personnel appointed by the Director; and

“Client”: The owner and/or offeror of the Patient, registered at the above address, Hereby agree to the following terms:

ARTICLE 1: DEFINITIONS

“Treatment”: the performance of veterinary treatments and testing, the provision and/or administration of medicines and/or the provision of recommendations and/or the performance of (veterinary) examinations;

“Contract”: the agreement between the Faculty and the Client (the assignment) regarding the provision of Treatment;

“Patient”: An animal offered to the Faculty for Treatment.

ARTICLE 2: FORMATION OF CONTRACT

- 1. The Contract comes into being through the offering of the Patient by the Client and the acceptance of the Patient by the Faculty, as signified by the signature of this Contract. In the event that the offeror is not the owner of the Patient, he or she is obliged to abide by the terms of this Contract in the event that the owner contests this Contract.
2.a. In agreeing to the terms of this Contract, the Client agrees to meet the costs of the Treatment and is obliged to satisfy these costs in full.
b. At the Faculty's request, the Client must produce a valid proof of identification upon the formation of the Contract.
c. Owners are required to chip their animals and to ensure that they are properly registered. All horses must be chipped in order to receive treatment. For dogs, only those who were born after 1 April 2013 must be chipped. If the patient has not been chipped, but should have been chipped in accordance with the national government's chip and registration regulations, then the Faculty will chip and register the patient before beginning the examination and treatment. The costs of chipping and registering the patient shall

- be billed to the Client.
d. In certain cases, the Faculty may make the acceptance of the patient for treatment conditional on the payment of a deposit, the amount of which is to be determined by the Faculty. This deposit may take the form of a payment of all or part of the costs borne by the clinic for Treatment, in cash or other payment method, unless the Faculty is required to treat the Patient offered on the grounds of legal and/or professional or disciplinary regulations.
3. In providing Treatment, the Faculty is subject to a best effort obligation. The Faculty is not obliged to undertake any specific treatment or to supply any pre-determined result. In this context, the Faculty reserves the right to determine which personnel and/or students will be assigned to treat the Patient.
4. The Faculty reserves the right to bill the Client for any (extra) costs incurred in the event that the Client does not collect the Patient from the Faculty after Treatment. Any payments will first be charged to the satisfaction of any costs due, then to the satisfaction of any accumulated interest and only then to the satisfaction of the oldest unpaid invoice. If the Client has not collected the Patient, or has not done so within the agreed-upon time period, then the Faculty may send a registered notification to the Client informing him or her that if the Patient has not been collected within seven working days following the date of the notification, then the Client will be considered to have granted the Faculty the irrevocable proxy to dispose of the Patient at the Faculty's discretion.
5. If the Patient dies during Treatment at the Faculty, then the Faculty shall take responsibility for the proper removal of the Patient's mortal remains, at the Client's expense. If the Patient dies at location other than the Faculty, then the Faculty is not responsible for removal of the mortal remains. The Client may request information from the Faculty regarding the options of cremation or burial. The cremation or burial are entirely at the expense of the Client.
6. For the benefit of internal medical quality control or scientific research, any Patient that passes

away at the Faculty can be subject to an autopsy. The costs for such an autopsy are to be borne by the Faculty. If the Client expresses an objection to an autopsy, then the Faculty will forego the autopsy. The costs for other autopsies will be billed to the Client.

ARTICLE 3: EARLY TERMINATION OF THE CONTRACT

- 1. The Contract can be terminated upon:
• the express request of the Client, upon which the Faculty will if necessary inform the Client of the possible consequences of early termination for the Patient and, if the contract is terminated against the recommendation of the Faculty, the Client will be informed that the contract will be terminated at the Client's risk. If necessary, the Client will be asked to provide a written declaration of the termination of the Contract;
• the death of the Patient;
• a unilateral decision of the Faculty, if the Faculty is of the opinion that it cannot be reasonably expected to continue the Treatment;
• a unilateral decision of the Faculty in the event that the confidence between the Faculty and the Client has been damaged.
2. If the Contract is terminated at the unilateral request of the Faculty, then the Faculty will inform the Client of the fact, as well as its motives for doing so, before terminating the Contract, unless it is impossible to do so or to do so in a timely fashion.
3. If the Contract is terminated early, then the Client will be billed for the contractual compensation in proportion to the work performed before the termination of the Contract. Any work performed that the Faculty considers to be indivisible will be billed in full to the Client.

ARTICLE 4: PAYMENT

- 1. The Contract obliges the Client to payment according to the rates charged by the Faculty. The Faculty may increase or change its rates unilaterally at any time, without prior notice. The currency for payment is the Euro. The Faculty may allow the Client to make payments in other common currencies. Any extra costs involved in such a transaction are to be borne by the Client.

- Any costs incurred due to payment from abroad are to be borne by the Client.
2. At the Client's request, the Faculty can provide an estimate of the expected costs. No rights may be reserved from this estimate.
 3. The costs for accommodations billed to the Client will include the day of admission and the day of discharge or death of the Patient as full treatment days. In contrast to the previous section, treatment in the University Clinic for Companion Animal Health will be billed in increments of 12 hours for accommodation costs. Note: stays of up to 12 hours will be billed as 12 hours, while stays from 12 to 24 hours will be billed as 2x12 hours, etc.
 4. Payment is due:
 - a. immediately upon completion of the Treatment or the Patient's discharge, or;
 - b. in the event that the Faculty decides upon payment per invoice, within thirty (30) days of the invoice date: payment must be made via bank transfer to an account number or giro account number listed on the invoice or provided separately in writing by Utrecht University, payable to Utrecht University, with reference to the invoice number.
 - c. No expenses will be invoiced if an appointment is cancelled at least one (1) working day in advance. In the event of a later cancellation, then the full consultation amount or the amount for the planned operation or treatment will be invoiced to the client. In the event that the patient dies within 24 hours of the scheduled appointment, then no expenses will be invoiced to the client.
 - d. Reserving an appointment with Diagnostic Imaging in advance is only possible if the owner is able to indicate with certainty what type of imaging is required when applying for the appointment. If the owner is unable to do so, but insists on reserving an appointment with Diagnostic Imaging, this can be arranged with the proviso that cancelling on the day of the appointment will lead to a charge of 30% of the imaging costs.
 - e. Some part or parts of the treatment may not be invoiced immediately. A supplemental invoice will be sent in that event. Medication prescribed to a specific patient that has not been paid for at the Veterinary Medicine Pharmacy will be billed to the Client separately by the Pharmacy.
 5. In certain cases – to be determined by the Faculty – the parties may agree to a payment plan. In that event, the Client will be billed for the extra costs involved. All of the terms of this Contract are applicable to such a payment plan, unless otherwise stipulated.
 6. The Client is at all times obliged to pay and is liable in breach of payment. This term is also applicable to costs that are covered by the Client's insurance policy.
 7. If the Client has more than one unpaid invoice, then any payments made by the Client are to be applied to the oldest unpaid invoice.
 8. If the Client does not pay the full amount owed within 30 days of the invoice date, then the Client will be charged the legally permitted interest rate on the unpaid amount, without a notice of default. If the Client continues in default of the amount owed after receiving notice of default, then the amount owed may be transferred to another party, in which case the Client will be liable for the total amount owed, including the legally permitted interest, as well as the total amount owed for legal fees and other costs involved in the collection of the amount owed.

ARTICLE 5: LIABILITY

1. The Faculty will only assume liability for damages incurred to the Client as a directly attributable shortcoming in the performance of its obligations stemming from this Contract, or those due to unlawful activities, if and to the extent that these are covered by the Faculty's insurance policy or policies and to the amount of the benefits provided by said policies.
2. If for any reason the insurer does not pay out the benefits, or if the liability for the damages is not covered or is covered insufficiently by an insurance policy, then the Faculty will only assume liability for damages incurred to the Client as the direct result of attributable shortcomings in compliance to the terms of this Contract or of unlawful acts, up to the amount of the price charged by the Faculty to the Client.
3. The Faculty's liability resulting from attributable shortcoming in compliance to the terms of this Contract will only accrue in the event that the Client notifies the Faculty of such shortcoming or shortcomings immediately and in writing, stating a reasonable period for the rectification of the shortcoming, and the Faculty continues to be in default of its obligations after the expiration of this period.
4. The Faculty is not liable for indirect damages, including but not limited to: consequential damages, lost profits, lost savings and damages due to business stagnation.
5. With the exception of the circumstances listed in this Article, the Faculty shall assume no liability for damages, regardless of the grounds upon which any claims for damages are based.
6. The Client indemnifies the Faculty for all claims by third parties regarding goods, services and/or works provided or otherwise trafficked by the Client, based in whole or in part on goods, services and/or works provided to the Client by the Faculty.
7. The terms of this Article are not valid in the event of damages resulting in gross or wilful negligence on the part of the Faculty.
8. In the event of a veterinary examination, the Faculty is not liable for any damages – expressly including capital damages and consequential damages – resulting from the performance of the examination or any incorrect or incomplete information included in the examination report, unless such damages are the result of gross or wilful negligence on the part of the Faculty.
9. This Contract is without prejudice to any liability to the Client and/or third parties for damages caused by the animal as per Art. 6:179 of the Civil Code.

ARTICLE 6: FORCE MAJEURE

1. The Faculty assumes no liability for non-compliance or partial compliance with its obligations due to force majeure.
2. In the terms of this Contract, Force Majeure is understood to be: those circumstances that hinder partial or complete compliance with the terms of this contract and which cannot be attributed to the Faculty.

ARTICLE 7: OTHER CONDITIONS

1. The Client is prohibited from entering buildings and areas other than those open to the public without the express permission of the Faculty. This permission is only granted in order to accompany and visit the Patient.
2. The Faculty is an educational institution. The Faculty is authorised to use the Patient for the benefit of education and may make and use image material (eg photos and/or video recordings) of the patient for this purpose. If educational pur-

- poses require that the patient stay longer than expected at the Faculty, then the Faculty will request the Client's permission. The costs of any extended stay at the Faculty for such purposes will then be borne by the Faculty.
3. The Faculty is authorised to retain samples of tissues and other materials obtained during treatment for educational and research purposes. No information on the owner or owners of this material will be provided to third parties. The Faculty is authorised to retain materials obtained from autopsies of deceased Patients and used for educational and research purposes.
 4. If the Faculty wishes to use parts of the Patient or substances obtained from the Patient during Treatment for educational or research purposes, then the Faculty will request the Client's permission in advance.
 5. The Faculty is authorised to euthanize a Patient entrusted to its care without the Client's permission. This is only applicable in cases where the Client cannot be contacted and the animal is either experiencing unbearable suffering or is a danger to its surroundings. In these cases, the Faculty is in no way obliged to compensate the Client or other rightful claimants.
 6. The Client's personal data and the Patient details will be stored in the VETWARE database and/or another medical registration system to support the Patient treatment. Patient details can be used for educational and research purposes. Staff and students of the Faculty are required to treat the personal data of Clients with confidentiality. Clients are entitled to inspect their personal data, to change these or to delete these at the Faculty. Further information on how personal data are processed can be read at <https://diergeneeskunde.nl/privacy-verklaring/>
 7. The Faculty retains ownership of all notes, documents and other media, including X-ray photographs, that deal with the Patient and its treatment. The Faculty will keep these documents for the period of 5 years. The Client may request copies of these media and/or other documents for a fee covering the costs of the copy.
 - 8.a. In order to protect the privacy of our staff and students, it is not permitted to copy, save or publish video or other images from web cameras in which a person or persons are visible in any way, whether electronic, mechanical, photocopies, recordings or other techniques, without the express prior and written permission of the Faculty and the person or persons visible in the images.
 - b. Furthermore, in order to protect the privacy of our staff, students and patient owners, it is not permitted to record video, film or photographs of persons and animals on the Faculty grounds and in the Faculty buildings without the express prior and written permission of the Faculty and the person or persons visible in the images.

ARTICLE 8: APPLICABLE LAW AND DISPUTE MEDIATION

Dutch law is applicable to this Contract.

Signature for Faculty,

Client Signature,
