



# terms and conditions

## §1. Scope

These Terms & Conditions govern the contractual relationship between Rafał Napiórkowski (hereinafter referred to as "the Provider") and the Client (pet owner) regarding: dog walking, private day/overnight care, verbal agreements regarding occasional walks outside fixed-term/open-term contracts, and other agreed upon pet care services.

The legal basis is primarily derived from the Swiss Code of Obligations (OR), Articles 394–406, which regulate service contracts (Auftragsrecht).

## §2. Conclusion of Contract

The contract becomes binding upon mutual agreement, which may be given in writing or electronically (e.g. email, text message). By confirming a booking, the Client accepts these Terms & Conditions. This constitutes a service contract under

## §3. Liability

The Provider commits to acting with due care and professionalism, as defined by Article 398 para. 2 OR. The Provider is liable only for damages caused by gross negligence or intentional misconduct in accordance with Article 97 OR and Article 398 para. 2 OR. Minor negligence does not give rise to liability.

The Provider is not liable for:

- a. the illness, injury, death, or escape of the dog unless directly caused by gross misconduct or not respecting the explicit wishes of the Client;
- b. damages caused by third parties or other animals;
- c. injury or loss occurring during transport unless caused by violation of traffic rules or gross negligence;
- d. lost, stolen, or damaged property (e.g. leash, toys) unless willfully or grossly negligently caused.

The Client remains legally responsible for damages caused by their dog according to Article 56 ZGB, unless they can prove they exercised all due care to prevent the damage. The Client is also liable under Article 41 OR in the event of general negligence.

The Client confirms the dog is insured under a valid third-party liability policy (Privathaftpflichtversicherung) and compliant with microchipping and vaccination requirements under the Animal Protection Act (TSchG) and Animal Protection Ordinance (TSchV).

The Client must inform the Provider of all relevant health or behavioural issues, including aggression, allergies, fear, etc. If any critical information is withheld,

#### **§4. Rights of the Provider**

The Provider may refuse or cancel a service immediately if the dog:

- a. poses a safety risk (e.g., unmanageable aggression)
- b. shows signs of contagious illness
- c. is in heat due to sun & high air temperature
- d. is cold due to low air temperature and/or heavy rain/snow

In emergencies, the Provider may take all necessary decisions in the dog's best interest under the principle of emergency management (Rechtfertigender Notstand – Art. 17 StGB).

The Provider may take group management actions such as separation of dogs or returning a dog home early to protect its well-being.

In such a case the Client must be directly informed by the Provider after taking the group management actions.

In the above or similar cases will cause the walk to end earlier there is no refund or reduction of care costs.

#### **§5. Obligations of the Client**

The Client is obligated to provide accurate information about the dog's:

- breed, sex, age,
- medical history,
- vaccination status,
- behavioural tendencies.

The dog must be vaccinated and microchipped in accordance with TSchG / TSchV.

The Client must provide required items (leash, collar, muzzle, food, medication) or agree that provider uses his own accessories.

If a dog has contagious diseases, parasites, or behavioural issues such as reactivity or biting history, the Provider must be informed. Failure to do so results in full liability on the Client's part under Article 41 OR and Article 56 ZGB.



## **§6. Spontaneous Bookings**

Short-notice bookings (<24 hours) may be accepted at the Provider's discretion and will incur a surcharge of CHF 25.00. The Provider is not obligated to accept spontaneous or last-minute bookings.

If the Client abuses short-notice bookings repeatedly, the Provider may suspend or terminate the agreement under Article 404 OR (termination of mandate).

## **§7. Veterinary Treatment / Emergencies**

If medical treatment becomes necessary, the Provider will first attempt to contact the Client. If the Client cannot be reached in a timely manner, the Provider is authorized to act on the dog's behalf and seek veterinary care.

Emergency decisions are limited strictly to life-threatening situations, where waiting for Client instructions would pose a significant risk to the dog's survival or long-term health, and the timing of action is critical.

The Client is responsible for clearly communicating in advance what types of veterinary interventions they approve or do not approve (e.g., resuscitation, surgery), and any known veterinary preferences (e.g., preferred clinic).

The Provider may not make decisions in non-emergency medical cases without the Client's express prior consent. If the Provider fails to act according to the Client's expressed instructions or fails to exercise due diligence in a life-threatening emergency, they may be held liable for resulting damages or consequences. This is justified under Article 396 para. 1 OR (representation of the principal in urgent matters).

The Client agrees to bear all costs associated with:

1. veterinary examinations and treatment
2. medications
3. transport to a clinic
4. cancellations of walks which should take place at the time designated by The Provider to give the necessary assistance to the injured dog

The Client agrees to inform the Provider of any pre-existing medical conditions or medications prior to care.

## **§8. Payment Terms & Early Termination**

Pursuant to the Personalgesetz Kanton Zürich (PG) and the Swiss Code of Obligations (OR).



### **§8.1 Fixed-Term Contracts (§ 16lit.bPG; Art.75OR)**

- a. Fixed-term agreements must run for a minimum period of two (2) full calendar months (§ 16lit.bPG).
- b. The payment for the first month of the fixed-term period is payable in advance, such that payment is received no later than on the following day after signing the contract (cf. Art. 75 OR).

### **§8.2 Open-Ended (Indefinite) Contracts**

- a. Indefinite-term agreements are equivalent to initial commitment of min. three (3) full calendar months (§ 17Abs.1–2PG).
- b. Fees related to contract cancellations are payable immediately after termination of the contract (cf. Art.75OR).

### **§8.3 Method and Deadline for Payment**

- a. Monthly payments shall be transferred to the following bank account no later than the last day of the month preceding the month of service:

CH57 0027 6276 1175 1540 U  
Rafal Sebastian Napiorkowski  
Bürglistrasse 10  
8134 Adliswil

- b. Services will be rendered only upon timely receipt of payment.
- c. For short-notice services payment via TWINT to +41782526680 shall be done immediately following performance of the service.

### **§8.4 Default Interest (Art. 104OR)**

In the event of late payment (above 24h), statutory default interest of 5% per annum shall apply, commencing on the due date.

### **§8.5 Refund Policy**

Prepaid services are non-refundable, except in the following circumstances:

- a. Long-term illness of the dog substantiated by a veterinary certificate;
- b. Provider's inability to perform services due to illness, emergencies, or important personal cases; client will be informed no shorter than 24h before.



## **§8.6 Early Termination & Cancellation**

Should either party terminate the agreement prior to the expiry of the agreed minimum term (two or three months), the provisions of Clause 8.2.b shall apply:

- a. Contractual penalty equal to two (2) months' fees (cf. Art.404OR); or
- b. Two-month notice period, during which all services—including scheduled walks on agreed days—must continue to be provided in accordance with §17Abs.3PG.
- c. Cancellations of walks agreed only verbally and payable via TWINT after performing the service, must be made no later than 24h prior to the scheduled service. Cancellations after this deadline incur a charge of 100% of the agreed payment plus a 25 CHF surcharge.

## **§9. Data Protection**

- a. All personal data is handled confidentially and in compliance with the Swiss Federal Act on Data Protection (DSG) and the General Data Protection Regulation (GDPR) if applicable. Data will only be used for service-related purposes and not disclosed to third parties without consent.
- b. The Provider may take photographs or videos of the dog during care for promotional use (website, social media, advertising) with the Client's prior explicit consent granted by accepting these conditions with a signature in the contract, as required under Articles 4 and 12 of the Swiss Federal Act on Data Protection (DSG).  
The Provider must take reasonable precautions to ensure that personal data is not inadvertently disclosed in photos or videos, such as phone numbers, addresses, or names (e.g., on the dog's name tag or collar) are not visible or legible in the media.

## **§10. Final Provisions**

Amendments and additions to this contract must be made in writing (Article 16 OR).

If any clause in this contract is found to be invalid, the remainder of the agreement remains enforceable.

This contract is governed exclusively by Swiss law.

Jurisdiction is the registered seat or domicile of the Provider, pursuant to Article 32 ZPO (Swiss Code of Civil Procedure).