

Treatment contract

A comprehensive veterinary clinic admission contract is concluded between the consignor of the animal and the clinic for horses, including the treatment conditions printed overleaf.

Owner/Invoice address: It is not possible to change the following information after an invoice has been generated!

Name:	First name:	Date of birth:
Street:	No.:	Additional information:
Post code:	City:	Country:
Tel. No.:	Email:	VAT Nr.:

Private veterinarian/Referring veterinarian

Private veterinarian	Name, First name:	Report should not be sent to the private veterinarian <input type="checkbox"/>
	Address, Tel. No.:	
Referring veterinarian	Name, First name:	Report should not be sent to the referring veterinarian <input type="checkbox"/>
	Address, Tel. No.:	

Horse (Patient)

Name:	Sex:	Current monetary value of the horse for insurance purposes _____ Euro
Breed:	Color:	
Date of birth:	Post code/country where horse is stabled	

Is the animal insured (surgery, life, general)?	<input type="checkbox"/> yes	<input type="checkbox"/> no
In order to expand the selection of available drugs / active ingredients, I would like my above-mentioned horse to be irrevocably re-declared as a non-slaughter equine (non-slaughter horse) if necessary.	<input type="checkbox"/> yes	<input type="checkbox"/> no
I consent to samples and data from my horse being used anonymously for scientific and educational purposes.	<input type="checkbox"/> yes	<input type="checkbox"/> no

Only for foals under 12 months:

Is the foal already tagged with a transponder ("microchip")?	<input type="checkbox"/> yes	<input type="checkbox"/> no
Does the foal already have an equine passport?	<input type="checkbox"/> yes	<input type="checkbox"/> no
Is there a reserved transponder for the foal? (sometimes the case with breeders)	<input type="checkbox"/> yes	<input type="checkbox"/> no
Company number of the company of origin (12 digits)	_____	

Consignor (if different from the owner)

If the consigning person does not have written authorization from the owner upon admission, the contract will be concluded with the consigning person and the invoice will be issued to them. Only when the written power of attorney has been submitted or the contract has been signed by the owner himself is the contract deemed to have been concluded with the owner.

Name:	First name:	Date of birth:
Street:	No.:	Additional information:
Post code:	City:	Country:
Tel. Nr.	Email	

I have taken note of the conditions of admission overleaf and accept their validity.

This contract is valid without the signature of the contractor (clinic for horses, Ludwig Maximilian University of Munich).

Client:

Print name

Signature

Date



1. Validity

The contract conditions apply to all contracts for the treatment and housing of animals in the clinic. Included are examinations, consultations, treatments, operations, as well as moving to another stable wing.

2. Admission

2.1. Upon admission, the client (i.e. the owner or the consignor commissioned by him) must provide all the information required for treatment and cost assurance. If necessary, the consignor must be able to present his identification documents at any time.

2.2. Current illnesses, especially contagious ones, allergies and peculiarities in feeding, as well as vices of the animal must be stated upon admission.

3. Treatment

3.1. The clinic is entitled to carry out the necessary measures (see No. 1) at its best discretion, even without an explicit order.

3.2. If an animal dies in the clinic, the provisions of the Animal Carcass Disposal Act and the Animal Diseases Act also apply. A dissection of the deceased animal is only carried out in connection with a chargeable order. However, the clinic is entitled to carry out a section without an express order if this is necessary to determine the cause of death from a veterinary point of view or other legal regulations.

4. Treatment costs

4.1. The veterinary fee and costs for inpatient accommodation are calculated by the clinic according to the currently valid GOT (fee schedule for veterinarians).

4.2. The costs for other services, consumables, medicines, laboratory costs incurred, transport, etc. will be charged separately by the clinic.

4.3. Admission and discharge days are each calculated as a full day.

4.4. Special feeding or feed supplements will be charged additionally.

4.5. The above costs will also be charged if the animal dies in the clinic, or the treatment is unsuccessful.

5. Methods of Payment

5.1. The clinic can make the treatment dependent on an advance payment of the costs that are likely to be incurred. Otherwise, the costs are to be paid after treatment. If the request for payment is made by invoice, the amount shown must be paid by the due date stated on the invoice.

5.2. In the event of default, the statutory default interest will be charged in accordance with Section 288 of the German Civil Code. This also applies if the clinic grants the client a deferral for the period from the start of the deferral. A reminder surcharge of EUR 5 will be charged for each reminder to pay invoice amounts after default has occurred.

6. Discharge

6.1. The animal placed in the clinic will be released upon presentation of the admission slip. The holder of the admission slip is entitled to receive the animal from the clinic.

6.2. Collection times are weekdays from 8:00 a.m. to 4:00 p.m. or by appointment.

6.3. If an animal is not picked up despite two requests, the clinic is entitled to sell the animal. If the proceeds exceed the treatment costs and other costs, the owner is entitled to them. A claim for compensation is excluded.

6.4. If the customer fails to collect the animal within two days of notifying the customer, the daily rate will be doubled.

7. Records and data

7.1. The medical documents prepared in the veterinary clinic, in particular medical records, examination results, X-rays and other records are the property of the clinic.

7.2. The client has no right to the surrender of the original documents. The customer's right to inspect the records, if necessary to hand over copies (at his own expense) and the obligation of the treating clinician to provide information within the framework of the statutory provisions remains unaffected.

7.3. The use of data and materials (images, videos, sound recordings as well as blood and other samples) for the purpose of fulfilling the tasks of the clinic in the treatment and care of the animals as well as in research and teaching takes place in compliance with the legal regulations, in particular the regulations on data protection. The animal owner agrees to the use of the data and materials for the stated purposes.

8. Liability

8.1. The clinic is liable in accordance with the statutory provisions if the client asserts claims for damages based on intent or gross negligence, including intent and gross negligence on the part of its representatives and vicarious agents. Insofar as claims for damages are asserted due to negligent breach of an essential contractual obligation, the clinic is only liable to the amount of the foreseeable and typically occurring damage. Otherwise, liability is limited to the amount of the treatment and accommodation costs for the animal. This also applies to the transport of animals.

8.2. The clinic is only liable for illnesses and deteriorations that the animal suffers in the clinic within the framework of the above conditions.

8.3. Insofar as the clinic is required to take certain measures on the basis of official instructions (e.g. the Animal Diseases Act), liability is determined by the relevant statutory provisions and official orders. Liability according to § 9.1 is defined only insofar as the clinic, its representatives and vicarious agents are at fault.

9. Deviating Agreements

Agreements that have been made between the veterinary clinic and the client are recorded in writing in this contract.

10. Slavatorische Klausel

Should individual provisions of this contract be ineffective or unenforceable or become ineffective or unenforceable after the conclusion of the contract, this shall not affect the validity of the rest of the contract. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come as close as possible to the economic objective pursued by the contractual partners with the invalid or unenforceable provision. The above provisions apply accordingly in the event that the contract proves to be incomplete. § 139 BGB is excluded.