



## Application form for ambulant treatment and field work

### Invoice recipient

Appointment: \_\_\_\_\_

Name: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Street: \_\_\_\_\_

Postcode, Place: \_\_\_\_\_ Country: \_\_\_\_\_

VAT-No.: \_\_\_\_\_

Telephone no. \_\_\_\_\_ Mobile phone: \_\_\_\_\_

E-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

### Payment:

Cash (3% discount)  Cash card (3% discount)  Credit card Payment via invoice only **with** prior consultation!

### Animal to be treated:

Name: \_\_\_\_\_ Breed: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Mare  Gelding  Stallion Entry in passport human consumption  no human consumption 

Treating Vet / Farrier: \_\_\_\_\_

Report to the home veterinarian requested? Yes  No Health insurance No  Yes  Company \_\_\_\_\_Surgery insurance No  Yes  Company \_\_\_\_\_

### SCHUFA – confidential information on credit rating:

I agree, that the Tierklinik Lüsche GmbH (TK) obtains information, especially from the database (name, date of birth, postal address) of the SCHUFA Holding AG, Kormoranweg 5, 65201 Wiesbaden, concerning my appraisal of creditworthiness for the purpose and assertion of accounting.

Irrespective of that the TK will transmit information about outstanding debits (amount of debits after section) to the SCHUFA. This is legal due to the 'Bundesdatenschutzgesetz' (§ 28a Absatz 1 Satz 1 Bundesdatenschutzgesetz), if the owed debts are not provided though date of expiry, if the transmission is essential for observing justified interests of TK or on the part of any third parties and if the dept claim is enforceable at law or the dept claim was expressly declared.

Additional the TK will transmit information about noncontractual or fraudulent behavior to the SCHUFA. These announcements are only legally permitted ('Bundesdatenschutzgesetz') if they are essential for observing justified interests of TK or on the part of any third parties and if there is no assumption that protection requiring interests of the aggrieved party are compromised by transmission. As far as a transmission can be carried out, I absolve the TK from professional discretion.

SCHUFA will record and utilize the received data. The utilization also includes calculation to evaluate the probability of credit risk (score) based on the data of SCHUFA.



Received data will be transmitted to contractual partners within the European Economic Area and Switzerland, to enable the appraisal of creditworthiness of the concerned person. Contractual partners of the SCHUFA are corporations bearing the risk of financial deficiency due to performance or delivery (esp. credit institutions i.e. credit card or leasing business, but also renting, dealing, telecommunication, energy supply, insurance or debt collection business.)

SCHUFA will only provide particulars, if there is plausible proven and justified interest in individual case and if transmission is permissible after balancing reasons. Therefore the extend of provided data can vary depending the contractual partner.

Beyond that SCHUFA utilizes data to verify identification and age of concerned person on request of contractual partners providing services on the internet. I can retrieve information about the SCHUFA stored data.

## CONDITIONS OF CONTRACT

1. The contract governing veterinary treatment is a contract of service, in which the vet only owes knowledge instead of works - apart from advisory opinion operation. Therefore the veterinary medical fee is a none contingency fee. There is no guarantee for success of surgery or treatment in any case. There will be no accountability for claims due to misadventures, infections or slightly negligent behavior of clinic staff, neither claim to amendment, revision of surgery, diminution of veterinary medical fee or compensation.
2. The extent of time and effort of provision of veterinary services to fulfill the contract of service varies depending on severity of affection and unpredictable complications.
3. TK is authorized to perform essential attendance (including surgery) or inevitable immediate euthanasia of the animal without explicit owner's approval.
4. The owner / the attorney is compelled to inform TK staff about vices of the animal.
5. The owner / the attorney is informed, that any surgery or intensive care constitutes increased stress and therefore increased risk of infections. The owner / the attorney has been informed about the risks induced by surgery and required anesthesia.
6. The owner / the attorney complies to the patient's treatment with medication that are not allowed for human consumption animals. Therefore the owner / the attorney is informed that the affected horse can not be used for human consumption and contravention is a violation against law ('Lebensmittel- und Bedarfsständergesetz) and a punishable act. The owner / the attorney has to take care, that the concerned horse is immediately registered as non-consumptional animal in the equine passport.
7. TK Lüsche is authorized to perform right of detention, if honor debts are not completely cleared for the concerned horse or other debts.
8. The owner / the attorney will gather information about the course of disease by himself. Information will only be provided by the treating vet or vet in charge; any other member of staff is strictly prohibited to give information about patients.
9. Our members of staff are bound to professional duty of confidentiality due to law §203 Strafgesetzbuch (StGB, Verletzung von Privatgeheimnissen), §17 Gesetz gegen unlauteren Wettbewerb (UWG, Verrat von Geschäfts- und Betriebsgeheimnissen) and due to limits of discretion of TK Lüsche.
10. As a matter of course information will not be given to third party. Exceptional case will be veterinary referral cases, in which the referring vet will be informed by phone as well as for record about our examinations and treatments, to enable a thorough patient-centered care.
11. All members of staff are familiar with Data Protection Act (DPA). Information about particulars, individual patient's data, findings from examinations including imaging data will be recorded, as well as data of invoice processing and payment transactions.
12. Place of jurisdiction for both parties is Vechta, if the contracting party is merchant. If the contracting party is consumer and is based abroad, the place of jurisdiction will be Vechta as place of business of TK Lüsche.
13. If one subject matter of this contract is invalid, the other subject matters of this contract will not be affected in virtue. The invalid or unfeasible subject matter of contract has to be replaced by another, which will be as close to the original subject matter of contract as possible. Same is true for void in contract.

With my signature I do confirm the rightness of personal data and split a contract for the examination of my horse as described above to the equine clinic TK Lüsche. If necessary, I authorize the Tierklinik Lüsche to make demands to performances of thirds (laboratory, blacksmith, a.o.). I did read and accept the subject manners of contract.

Date, \_\_\_\_\_  
Signature of invoice recipient

PLEASE FAX OR E-MAIL BACK TO THE CLINIC! Thank you.