



## Application form

Customer number:

Invoice recipient:.....

Company name:..... VAT-number:.....

street:.....

Postcode/Place: ..... Country:.....

Phone: .....

e-mail: .....

I confirm, that I am the owner of this horse and I am allowed to make a contract for the implementation of veterinary services. If I am not the owner of this horse, I confirm to act on the instructions of the animal owner.

Authorized representative:

Name:..... Tel.:.....

### Payment:

☐ **Cash (3% discount)**    ☐ **Cash Card (3% discount) only direct in Lüsche**

☐ **Credit Card** cardnumber:..... Exp:..... Code:.....

Payment via invoice only **with** prior consultation! (date of birth .., after testing at SCHUFA Holding AG.

### Animal to be treated:

name: .....

Intended for slaughter:    ☐ yes    ☐ no, please change in the passport

sickness insurance:    ☐ no    ☐ yes, name: .....

surgery insurance:    ☐ no    ☐ yes, name: .....

# General Terms and Conditions (GTC) of Tierklinik Lüsche GmbH

Version: October 2025

**1. Scope of Application:** These General Terms and Conditions apply to all examinations, treatments, surgical procedures, inpatient stays, and other services provided by Tierklinik Lüsche GmbH to animal owners and their authorized representatives. Deviating terms and conditions of the client shall apply only if expressly confirmed in writing.

**2. Admission and Disclosure Obligations of the Owner:** Animals are admitted following prior appointment. The owner or authorized representative must provide complete and accurate information regarding all known characteristics, pre-existing conditions, and particularities of the animal at the time of admission. Any subsequent changes or abnormalities must be reported to the clinic without delay.

**3. Provision of Treatment and Emergency Measures:** The clinic is authorized to perform all diagnostic and therapeutic procedures, including surgical interventions, deemed necessary in the exercise of professional veterinary judgment. In acute emergencies, the clinic may act without prior consultation with the owner if necessary to safeguard the animal's welfare and prevent significant suffering or life-threatening conditions (§ 4 German Animal Welfare Act). Euthanasia may only be carried out where legally required under animal welfare regulations. The clinic will make reasonable efforts to contact the owner beforehand whenever feasible.

**4. No Warranty of Treatment Success:** The services provided constitute services within the meaning of § 611 BGB. Therefore, no guarantee can be given that a specific treatment outcome will be achieved, even when treatment is performed in accordance with recognized veterinary standards. This provision does not apply to pre-purchase examinations.

## 5. Liability

1. The clinic shall be liable for damages caused intentionally or by gross negligence.
2. In the event of a slightly negligent breach of duty, liability shall be limited to breaches of essential contractual obligations (cardinal duties). In such cases, liability is restricted to typical and foreseeable damages.
3. Liability for damages resulting from injury to life, body, or health remains unaffected (§ 309 No. 7 BGB).
4. The clinic shall not be liable for damages arising from unforeseeable complications, infections, allergic reactions, or other inherent risks of veterinary procedures, provided the clinic bears no fault.
5. Liability for damages caused by infections or disease transmission occurring despite proper veterinary care is limited to cases of intent or gross negligence.
6. Loading, unloading, leading, or otherwise handling the horse by clinic staff—at the request or instruction of the owner or authorized representative—occurs at the owner's sole risk. The clinic assumes no liability unless the damage was caused intentionally or by gross negligence.

**6. Risks and Informed Consent:** The owner or authorized representative has been informed about the general and individual risks of the treatment, including surgical procedures and anesthesia. The relevant information materials have been provided, read, and acknowledged.

**7. Medicinal Products and Non-Slaughter Declaration:** In situations of therapeutic necessity, medicinal products not explicitly approved for use in horses may be administered (Art. 112 et seq. Regulation (EU) 2019/6). The owner or authorized representative consents to such use and confirms that the treated horse is not intended for human consumption. They undertake to promptly record the designation "Not for Slaughter" in the horse passport.

**8. Inpatient Stay and Release of the Animal:** The horse will only be released upon presentation of the admission slip or upon clear proof of authorization. The clinic is entitled to exercise a right of retention under § 273 BGB until all outstanding claims arising from the treatment have been settled. Visitors may enter stable areas only with prior approval by clinic staff. Staff instructions must be followed at all times. The right of retention does not apply where doing so would endanger the welfare of the animal.

**9. Payment Terms:** Fees are determined in accordance with the currently applicable German Veterinary Fee Schedule (GOT). Payment is due immediately upon collection of the animal or upon receipt of the invoice and may be made in cash, by debit or credit card, or by bank transfer. In the event of default, the clinic is entitled to charge statutory default interest (§ 288 BGB).

**10. Communication and Electronic Invoicing:** Invoices, medical findings, and other communications may be transmitted electronically (e.g., via email or PDF). The customer must notify the clinic of any changes to their email address. Electronic communication is conducted on the basis of Art. 6(1)(b) GDPR (performance of a contract).

**11. Data Protection:** Personal data is processed solely for the purpose of fulfilling the treatment contract. Data is transmitted only to the extent necessary for diagnostics or billing (e.g., to laboratories, insurance companies, or billing service providers). Further information on data protection is available in the clinic's privacy policy at [www.tierklinik-luesche.de/datenschutz](http://www.tierklinik-luesche.de/datenschutz)

**12. Photo and Video Documentation :** The owner or authorized representative consents to photo and video recordings of the animal being made for medical documentation, quality assurance, or scientific purposes. Publication for advertising purposes requires separate explicit consent.

**13. Distance Communication and Online Services :** For remote consultations or online appointment bookings, the statutory right of withdrawal under §§ 312g et seq. BGB applies, provided the customer is a consumer. The right of withdrawal expires if treatment begins at the express request of the customer before the withdrawal period ends.

**14. House Rules:** When entering the clinic premises, all staff instructions must be followed. Dogs must remain on a leash at all times. Consideration must be shown toward other animals and clients.

**15. Place of Jurisdiction and Applicable Law:** For contracts with business clients, the place of jurisdiction is Vechta. For consumers, the statutory place of jurisdiction at the consumer's residence applies. German law shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

**16. Severability Clause:** Should any provision of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a legally permissible provision that most closely reflects the economic intent of the original provision.

Tierklinik Lüsche GmbH  
Lüsche

Date..... Signature .....

Volksbank Vechta eG  
IBAN: DE23280641790550550000  
BIC: GENODEF1VEC

St. Nr. 68/206/08288  
Ust-ID-Nr. DE297639604  
HRB 185438  
Amtsgericht Hamburg

Geschäftsführer:  
Dr. Drumm, Dr. Kremer,  
Dr. Steinberg,  
Dr. Swagemakers



## Declaration of consent for data use

Name: .....

Address: .....

With my signature, I agree that Tierklinik Lüsche GmbH collects my personal data on the registration form for the purpose of carrying out a veterinary treatment contract on the basis of statutory authorizations.

I was referred to the privacy policy on the website of the veterinary clinic Lüsche GmbH (<http://www.tierklinik-luesche.de/datenschutz/>) and have read this privacy policy thoroughly. In addition, I was informed that I may revoke this consent at any time without giving any reason and my data will be destroyed in that case. For any further use of personal data and the collection of additional information, as well as for forwarding to third parties, your consent is required. You may grant such consent voluntarily also in at a later date.

### Consent to the use of data for other purposes

I agree that the collected data may also be used for future treatment contracts, that this data, if necessary and necessary in the context of veterinary transfers or remittances to other veterinary practices, clinics and in the context of further diagnostics to investigation laboratories and institutes are transmitted and that the collected data may be transmitted to the farrier if necessary and necessary in the case of the farrier's use. Furthermore, I agree that the Animal Hospital Lüsche GmbH may inform me by mail, fax, SMS, WhatsApp or e-mail about laboratory results and scheduling and other and that the data collected, if necessary and necessary in the context of statements of assignment to insurance companies (eg: Uelzener, Allianz, RV etc.) may be transmitted. In addition, I agree that the data collected may also be used in the context of a continuation of the veterinary clinic Lüsche by a successor's further intended use. It may happen that photos and videos are taken. These are posted as part of the marketing activities of the animal clinic Lüsche on various social media channels. Please put a cross here below if you agree that the photos of your horse may be used for marketing purposes.

☐ Yes, I agree that Tierklinik Lüsche GmbH may take pictures of my animal within the framework of the treatment and the stay at the clinic and use these for public advertising purposes in print and online (excluding the publication of personal data) as well as scientific evaluations and publications.

With my signature I acknowledge having understood this privacy statement and I hereby expressly agree.

.....  
Date / Signature

.....  
Name in block letters, if not the owner of the animal