

EQUINE

Online

Terms & conditions

Clause 1. Definitions

1. 'I' am Equine Online, established in Gouda and registered in the Dutch Chamber of Commerce with number **823 136 87**.
2. 'You' are my counterparty.
3. 'We' are the parties together.
4. '**Agreement**' refers to our *agreement for the provision of services*.
5. You are considered to be a *consumer* if you act as a natural person.
6. You are considered to be a *company* if you act as a legal (non-natural) person.

Clause 2. Applicability

1. These terms & conditions apply to all my quotations, activities, agreements and deliveries of my services and/or products.
2. Your terms & conditions (*or those of others*) are expressly excluded. This means that you can only invoke stipulations that deviate from these terms & conditions, if I expressly accept them in writing.
3. If one or more provisions are void or voided (*in Dutch: nietig of vernietigbaar*), the remaining provisions continue to apply in full. I will replace the void or voided provision(s), taking into account the purpose and intent of the original provision(s).
4. If I do not demand strict adherence to these terms & conditions, it does not mean that they would not apply in future cases or that I will lose the right to demand strict adherence.
5. When explaining the content of these terms & conditions, Dutch meaning is always decisive.

Clause 3. Conclusion of agreement

1. The agreement between us is concluded by your timely acceptance of my offer or my quotation, or if I may deduce from your conduct that you have accepted my offer or my quotation.

Clause 4. Payment

1. Payment is made prior to my services. If you receive my invoice, the payment will be made without invoking suspension or settlement. You will transfer the agreed amount of money on time, to the bank account number I have provided and within 14 days of receipt, unless we have agreed otherwise.
2. If you do not pay within the agreed term, you are legally in default. From that moment on, I have the right to suspend my obligations until you have fulfilled your payment obligation.
3. If you are in default, you owe me the statutory interest from the date on which the amount owed has become due and payable until the time of payment. After you are in default, all costs of (extra)judicial collection will be at your expense.
4. The compensation with regard to the Dutch extrajudicial collection costs act (*in Dutch: BIK*) is set at least 15% of the principal amount owed with a minimum of € 150,00 (in EURO and exclusive VAT). If you act as a consumer, the extrajudicial collection costs will be determined in accordance with the Dutch Collection Costs Act (*in Dutch: WIK*).
5. Even if you do not cooperate in the execution of the assignment, you are still obliged to pay the agreed price.
6. You waive your right to set-off and you waive the right to suspend the fulfillment of an agreement which derives from this agreement. This is in due observance of the relevant legislation on dissolution for the benefit of the consumer.

Clause 5. Offers & quotations

1. My offers and quotations are offered without any obligation. The offer expires after 14 days, if you do not accept it within the specified period, unless stated otherwise.
2. Delivery times are always indicative, they do not entitle you to dissolution or compensation if this term is exceeded, unless stated otherwise.
3. Offers and quotations do not automatically apply to new orders and services, unless stated otherwise.

Clause 6. Rates & price indexation

1. Stated prices are always in EURO, excluding VAT and any other government levies, unless stated otherwise.
2. Stated prices are always exclusive of any travel costs, accommodation costs, parking costs, shipping costs and administration costs, unless stated otherwise. I will make and charge those costs to you, after your approval.
3. We usually agree upon a fixed price for my services. And if we did not, I will determine the rate on the basis of my actual hours spent according to my usual hourly rates, which apply to the period in which I perform my work, unless agreed upon otherwise. If we did not agree upon a rate on the basis of the hours actually spent, we will agree on a target price, from which I can deviate up to 10%. If the target price will be plus 10%, I will let you know why such is justified. In that case you have the right to cancel the part that exceeds the target price plus 10%.
4. Prices for my services can be adjusted annually and with effect from 1 January. If you are a consumer, I will announce that change on time, to give you the opportunity to cancel the agreement in time if you do not agree with that change.

Clause 7. Your responsibilities

1. All information (*i.e. data and documents*) which is relevant to the execution of the assignment and to achieve a good result, you make available to me on time and in the desired form and manner. It is your responsibility that the information you provide to me is correct, complete and reliable. Even if data comes from third parties.
2. If you do not provide the information, or if you do not provide it on time and the execution of the assignment is delayed as a result, the resulting additional costs are for your own expense.
3. It is your own responsibility to make sure that we can start the execution of the agreement on time.
4. You indemnify me for any damage that is a result from failure to comply with this article.
5. If an assignment is given by more than one person, each is jointly and severally liable for the amounts owed to me.

Clause 8. Withdrawal & cancellation

1. At any time you are free to terminate the assignment.
2. You are allowed to withdraw our assignment, but please note that -
 - a. *If you withdraw the assignment 48 hours before our appointment, you are obliged to pay the wages owed and the expenses incurred by me.*
 - b. *If you withdraw the assignment 24 hours before our appointment, I am forced to charge for the booked assignment. Unfortunately I can't spend my time in the same way anymore.*
3. In no event you have right for a refund for the money you already paid.
4. When it comes to my online training clause 12 applies.

Clause 9. Execution & term

1. You may expect from me that I will perform to the best of my knowledge and ability.
2. I have the right to have work performed by third parties.
3. Execution of the agreement takes place in consultation, after written agreement and only after payment, unless expressly agreed upon otherwise.
4. If we have agreed upon a deadline for certain tasks, this deadline is never strict for me. If this term is exceeded, you must give me a written notice of default.
5. We entered into our agreement for a definite period of time, unless the nature of the agreement dictates otherwise or we have expressly agreed upon otherwise. Meaning that our agreement ends upon completion or at the time we agreed upon.

Clause 10. Change of agreement & additional work

1. If it appears that it is necessary to change or supplement the work, we will adjust the agreement on time and in consultation.
2. If we agree that the agreement will be amended or supplemented, the time of completion of the execution may be affected as a result. If the amendment or addition to the agreement has certain consequences, I will let you know in writing.
3. If we have agreed upon a fixed amount, I will let you know to what extent the amendment or supplement to the agreement will result in this amount being exceeded.

Clause 11. Dissolution

1. I am authorized to dissolve the agreement, if circumstances make that fulfillment of the agreement is impossible or according to standards of reasonableness & fairness (*in Dutch: redelijkheid & billijkheid*), can no longer be expected of me. Such a situation will in any case arise if you do not comply with our agreements.
2. If the agreement is dissolved, my claims against you are immediately due and payable. If you suspend fulfillment of that obligations, I retain my legal claims and therefore I have the right to claim compensation, taking into account the due observance of the relevant legislation on dissolution for the benefit of the consumer.
3. Our agreement ends in the event of the death of the natural person behind Equine Online, without heirs being obliged to pay any costs or (damage) compensation.

Clause 12. Online training in my Academy (consumer)

1. It is possible to register for an online training via my website www.equineonline.academy.
2. You must pay for an online training according to the payment methods indicated on the website.
3. Unless there is a malfunction, you will receive a confirmation of the order you placed. After successful completion of the online payment procedure, there are two options:
 - a. *You will have direct access to the online training and you will have access to the ordered products via your own login. At that moment you can no longer cancel your order, there is no refund for paid money. It is not possible to cancel and you must therefore pay the full amount. You agree that Article 7:408 paragraph 1 of the Dutch Civil Code (in Dutch: Artikel 7:408 BW) does not apply and that premature termination is not possible*OR
 - b. *You will have access to the training from a certain date. You can cancel the training free of charge up to 24 hours in advance and you will get your money back.*
4. I have the right to refuse participants for any reason. The participant will be notified of this, without me being obliged to disclose a reason of refusal. The payment obligation will expire and payments already made (*proportionately to performances not yet received*) will be refunded.

5. I cannot guarantee that the online training will be accessible at all times or that the online training will function without interruptions and/or malfunctions. I am in no way liable or liable for damages for any damage that arises from or is the result of the (temporary) unavailability or (interim) failure of the training.
6. You are responsible for the purchase and/or proper functioning of the infrastructure and proper telecom facilities (*including an internet connection*) that are required for use.
7. You keep access to the Academy and your online training as long as the online training for which you have registered exists, whereby I guarantee that the online training is available for at least 3 months after registration.
8. You will also automatically have access to all updates and innovations that may be added later.
9. Due to problems or errors in the software or the hosting of the website, you may sometimes be temporarily unable to access. I will always try to solve problems as quickly as possible.
10. I will strive to keep the materials accessible online for the duration of the purchased program. Please note that I cannot guarantee this. If I plan to remove the materials or plan to move them to a different URL, I will notify you by email at least 3 months in advance, so that you are able to download them or otherwise save them. I will send this message to the last email address you provided to me. Failure to provide a new email address is at your own risk.
11. I may change the planning of parts as well as the content for improvement of the online training. You will be notified of this, without me being obliged to state a reason. I will always send this message to the last email address you provided to me. Failure to provide a new email address is at your risk.
12. If you join a group linked to the training via my Academy you will only have access to that group for as long as the training remains online. This means that you will be denied access if the training is deleted, because the group is also deleted.

Clause 13. Force majeure

1. Force majeure on my part applies if I am prevented from fulfilling my obligations under the agreement or the preparation thereof as a result of, for example, but not limited to internet failure, virus infections or hack, power failure, weather conditions, natural disasters, traffic disruption, epidemics and pandemics, strikes, theft, fire, illness from me, government measures and errors in software or (online) services of third parties. It also includes any event or circumstance as a result of which fulfillment by me has become so inconvenient and/or expensive compared to the circumstance at the time of entering into the agreement that fulfillment can no longer reasonably be expected of me (*that day or at that time*).
2. For as long as the force majeure lasts, I may suspend my obligations under the agreement. If the event lasts longer than 60 days, we both have the right to dissolve the agreement in whole or in part. In that case are not obliged to compensate each other for any damage as a result of force majeure. Not even if we enjoy a certain advantage as a result of that force majeure.
3. As far as I have already partially fulfilled my obligations at the time when the force majeure started or if could still fulfill my obligations, I have the right to declare that part and in that case you are obliged to pay that declaration as if it were a separate agreement.

Clause 14. Transfer of rights

1. Rights under our agreement cannot be transferred without prior and mutual written consent, referring to article 3:83(2) of the Dutch Civil Code (*in Dutch: Artikel 3:83 lid 2 BW*).

Clause 15. Warranty

1. Our agreement contains a best efforts obligation and not a result obligation. Of course I do my best to guide you to the best of my ability, but your own effort always plays a major role in the results to be achieved.
2. Except as expressly stated in these terms & conditions, I make no other guarantees, undertakings or conditions with regard to my services. The provisions with regard to warranty do not affect the warranty claims of you under the law.
3. You guarantee that you will not use my products and/or services:
 - a. *In such a way that my rights or those of third parties are infringed and/or in an otherwise unlawful manner, including IP rights and rights to protect privacy;*
 - b. *Contrary to applicable law or regulations;*
 - c. *I make no warranty that the information provided, regardless of the source (of the content), is accurate, completely current or error-free. I am not liable for any inaccuracy, error or incompleteness.*
4. You are responsible for your own decisions, whether or not in response to my advice. I cannot be held liable by you if the result does not meet your expectations.

Clause 16. Liability

1. I am not liable for any damage arising from this agreement unless caused intentionally or with willful recklessness (*in Dutch: met opzet of bewuste roekeloosheid*).
2. Any liability for damage arising from or related to the execution of our agreement is always limited to the amount that is paid out in a specific case by the (professional) liability insurance(s). This amount is increased by the amount of the deductible according to that policy.
3. If the insurance does not pay and if I should already owe you compensation, this will never exceed the most recently paid invoice amount, with a maximum of € 1500.00 EURO.
4. The limitation of liability also applies if I am held liable for damage resulting directly or indirectly from the improper functioning of the equipment, software, data files, registers or other items used in the performance of the assignment.

5. You ensure sufficient security of your data, including making decent backups. I am never liable for loss of data. You are also obliged to keep copies of your own data, until the order has been fulfilled. If you fail to do so, I cannot be held liable for damage that would not have occurred if these copies existed.
6. I am not liable for damage of any nature or for whatever reason, caused by (online) services or software of third parties. Nor for damage that is related to the (non-) functioning of your equipment, software or (internet) connections.
7. I am not liable for any corruption or loss of data resulting from transmission of the data using telecommunications facilities.
8. Liability for indirect and consequential damages always is excluded. By consequential damage I mean in any case: *loss of profit, missed savings, loss of turnover, costs incurred to prevent or determine consequential damage, loss or damage of data, damage caused by delays, reputational damage and fines imposed.*
9. You indemnify me against all claims from third parties related to the services provided by me.
10. Any right to compensation for damage caused by me expires in any case 12 months after the event from which the liability directly or indirectly arises.

Clause 17. Complaints

1. You will report complaints no later than 14 days after the end of the assignment via info@equineonline.nl.
2. The complaint contains a detailed description, so I can respond adequately to your complaint.
3. If a complaint is justified, I will still perform the work as agreed upon, unless this has become pointless for you. You need to let me know in writing. I only can be held liable within the limits of Clause 16.
4. A complaint cannot lead to me being obliged to perform other work than agreed upon.
5. Complaints about the work performed by me do not suspend your payment obligation.
6. Despite a possible complaint, we will not speak negatively about each other during or after the end of the agreement.

Clause 18. Intellectual Property & Licensing

1. I retain all intellectual property rights (*including copyright, patent law, trademark law, drawing and model law*) on all designs, drawings, writings, carriers with data or other information, quotations, images, sketches, models, models, my content, what I have shared in and linked to my online learning environment unless we agree otherwise in writing.
2. You will receive a non-exclusive license for an indefinite period of time for your own use and to make them public in your home. Each agreement includes the license described in this section with respect to my Work unless we agree otherwise.
3. In the event of infringement, I will warn you and ask you to stop the infringement. If you don't, I have the right to demand a fee from you in the amount of at least three times the license fee normally charged by me for such use.
4. In addition, you forfeit an amount of 5% of the compensation referred to in this clause for each day that the violation lasts. No prior notice of default or legal proceedings are required for the forfeiture of this fine. There is also no need for any kind of damage. Forfeiture of the compensation does not affect my other rights, including my right to claim compensation in addition to the fine.

Clause 19. Confidentiality

1. We undertake the obligation of confidentiality towards third parties, who are not involved in the execution of our agreement, of all information that we have made available to each other and the results obtained by processing it including information of what the confidential nature may be assumed.

Article 20. GDPR

1. I only process personal data in the context of our assignment. I do not process any longer or more extensively than necessary for the execution of the assignment. Processing takes place in accordance with the assignment given, unless I am obliged to act otherwise because of legislation or regulations. You can check my privacy policy on my website.

Article 21. Change of conditions

1. I have the right to change these terms and conditions at any time.
2. Changes of minor importance can always be made by me, without noticing you. I will discuss major substantive changes with you in advance as much as possible. If you act as a consumer, you have the right to cancel the agreement in the event of a substantial change.

Clause 22. Applicable law & competent court

1. We explicitly exclude the Vienna Sales treaty or any equivalent treaty.
2. To every agreement between us, Only Dutch law applies.
3. If we have a dispute, we will try to solve things amicably. Only if that is not possible, the Court of The Hague located in Gouda, has exclusive jurisdiction, unless the law prescribes otherwise.