

General Terms and Conditions Training Agreement Academy Bartels

1 General

1.1

In these General Terms and Conditions Academy Bartels refers to:

Academy Bartels B.V., Koestraat 11B, 5095 BD in Hooge Mierde, the Netherlands, registered at the Chamber of Commerce number 17131292.

When mention is made of "client" it also refers to the Other Party of Academy Bartels, and/or owner of the horse and/or the client.

1.2

This agreement will apply for an indefinite period, unless otherwise explicitly stated in the agreement.

1.3

Access to the premises of Academy Bartels, making use of the facilities, purchasing of trainings and services and following (training) instructions, are at the client's own risk.

1.4

It is mandatory to wear a safety cap during riding.

1.5

Horses who enter the premises of Academy Bartels must be vaccinated in accordance with the applicable rules of the Royal Dutch Equestrian Federation (Koninklijke Nederlands Hippische Sportfederatie - KNHS). In the event that a horse, who has been stabled and/or trained at Academy Bartels, is not correctly vaccinated, Academy Bartels will have the horse vaccinated (including a related basic vaccination), if necessary. The costs of these vaccinations will be passed on to the owner of the horse.

1.6

Smoking is only permitted in the designated smoking areas.

2 Ownership and Grooming

2.1

The client declares towards Academy Bartels that he/she is the rightful owner of the horse, that the horse is not subject to a retention of title claim or to a limited right by a third party and that the horse is free of seizure, rental and other limitations. Client indemnifies Academy Bartels against all claims of third parties.

2.2

Academy Bartels will look after the horse in a appropriate manner during the agreed period as can be expected of a good and reasonable stable owner, or enable the client, or persons appointed by the client, to take care of the horse. All of this subject to the provisions of Article 4.

3 Liability: risks training

3.1

The training by or with Academy Bartels is at all times at the risk of the client. Client remains responsible and liable for damage to the horse, to all goods related to the horse, or damage caused by the horse to third parties or the third party's goods.

Client is not entitled to make any claims arising from Article 179 book 6 BW with respect to Academy Bartels as well as third trainers/instructors.

3.2

When entering into an agreement client is aware of the following points including the related risks:

- a. the horse may be trained on the public road, in the forest and other locations outside the premises rented by Academy Bartels.
- b. The horse may be transported.
- c. The horse may be used by Academy Bartels during clinics, practice evenings et cetera.
- d. The horse is allowed to free movement in the paddock, meadow and longing area.

4 Liability Academy Bartels

4.1

Academy Bartels shall bear no liability to client for theft, accidents or damage of whatever kind to the person or properties of the client, including the horse, and the same applies to damage caused by the use of products offered by Academy Bartels. These conditions also apply to possibly related third parties.

4.2

Academy Bartels shall not bear any liability to client and the accompanying third parties for any damages as a result of disregarding the safety regulations or as a result of instructions by or on behalf of Academy Bartels.

4.3

Client will safeguard Academy Bartels from any claims by third parties towards Academy Bartels.

4.4

The liability of Academy Bartels is limited to the amount paid out or covered by the insurance of Academy Bartels for events that caused the damage and actually covered by the insurer.

5 Liability client / insurance

5.1

Client will bear liability to Academy Bartels for damage of whatever kind caused by acting or failure to act by client, his/her family members, his/her guests and his/her animals.

5.2

The client shall insure his own movable goods, including the horse(s) stabled at Academy Bartels, at his/her own expense against fire, theft and other damage. Client will have, in any case, a valid third party liability insurance for his/her horse(s) staying at Academy Bartels. This third party liability insurance shall cover the risk of keeping a horse, also in case the horse is stabled at or trained by a third party.

6 Fees and packages

6.1

The prices used by Academy Bartels are depending on the choice of training package. The prices are published on the website of Academy Bartels (www.academybartels.com) and/or in the training registration which has been entered at the start of the service delivered by Academy Bartels.

6.2

The prices on the price list are limited to the related and described packages and services. Additional costs such as veterinary care, farrier, et cetera are never included and will be invoiced to the client by Academy Bartels, unless otherwise agreed in the training agreement. The additional costs will be invoiced directly to the client with a payment term of fifteen (15) days.

6.3

Academy Bartels will provide veterinary care if considered necessary in the absence of the client or the designated third parties. The client will be informed about the possible medical problems as soon as possible, but in case of urgency, this could be done after the treatment.

6.4

In case the horse is staying at Academy Bartels the following is included in the training package: stabling and grooming of the horse. This also includes roughage, concentrates, ground cover, accommodation and labour.

7 Reservation / payment / cancellation

7.1

The registration/reservation for a training package is only final after a written confirmation by Academy Bartels.

7.2

The confirmation will be accompanied by an invoice, unless otherwise agreed, which must be paid by the client within 15 days after the invoice date. In case of partial or non-payment of the invoices within this period, Academy Bartels reserves the right to cancel the registration/reservation.

7.3

In case of cancellation of the agreement by client the following conditions apply:

- a. If cancelled up to 6 weeks before the start of the training package the deposit will be charged;
- b. If cancelled between 6 weeks and 1 week before the start of the training package, 50% of the accommodation costs will be charged;
- c. If cancelled within 1 week before the start of the training package, the full accommodation costs will be charged.

8 Termination agreement

8.1

The Client will at all times have the right to cancel the agreement, without any obligation to pay damages and without legal intervention being required.

8.2

Upon termination of the agreement Academy Bartels is entitled to keep all amounts previously paid by the client without refund. This shall not apply if fairness criteria demand reimbursement in case the cause of termination of the agreement lies within the control of Academy Bartels.

9 Applicable Law

9.1

This agreement is subject to Dutch law.

9.2

The Dutch judge in the district court in the region of Academy Bartels, shall have exclusive jurisdiction in any dispute related to the implementation of this Agreement.