

General terms and conditions

GENERAL

Definitions

Article 1

Cancellation Notification in writing by the customer to the user that one or more agreed services will not be used or only partially be used;

Consumer

The natural person who is not acting in the exercise of his profession or business. Customer Natural person or legal person, with whom the user concludes an agreement.

FNRS

~~Dutch Equestrian Centres Federation. The FNRS has the objective to promote the interests and to guard the quality of its members. These members are professionally active in the horse industry. The members of the FNRS run their enterprise in accordance with the regulations and requirements that the FNRS sets for its members.~~

Horse

Horse or pony to which an agreement relates.

Regulations

House rules and rules of conduct that are being displayed at a clearly visible place.

User

The member, when entering into legal relations, declares these general terms and conditions to be applicable.

Value of a reservation

In case of agreements for a definite period of time: the expected total turnover, consisting of the agreed price for the service performed; or in case multiple services are to be performed under the agreement, the agreed price for these services. In case of agreements for an indefinite period, one times the agreed monthly amount.

Applicability

Article 2

1. These general terms and conditions are applicable to all agreements which are concluded by the user in the framework of his/her enterprise, and are an integral part of these agreements.
2. If and when these general terms and conditions are amended, the amended version thereof will be applicable to all agreements which will have been concluded between the user and a customer following the entry into force of the amended general terms and conditions.
3. The application of the customer's general terms and conditions are hereby expressly rejected.

Offer

Article 3

1. An offer for the conclusion of an agreement is issued by the user and will be accompanied with a copy of these general terms and conditions.
2. An offer states a date of issue and has a validity of 2 months.
3. An offer contains a complete and precise description of the activities to be performed, as well as a statement of the price and the cancellation options for the customer and the user.
4. An offer states the due date and the way of payment.

Start, duration and content of agreements

Article 4

1. An agreement between the user and a customer is concluded at the moment that the offer signed by the customer has been received by the user.
2. Agreements are concluded in principle for an indefinite term, unless the agreement by its nature has a temporary duration.

Price and change of price

Article 5

1. The user uses prices that are dependent of the services that the customer wants to purchase from the user. The price is set upon the conclusion of the agreement.
2. The user has the right, in case of agreements for an indefinite period of time, to increase the price once per year. In the case of an agreement between the user and a consumer, the user only has this right after the expiry of a period of three months following the conclusion of that agreement.
3. In addition the user is authorized to charge on (to the customer) cost price increasing matters that are charged to the user and to charge on unforeseen price increases/costs. This increase shall be notified in writing to the customer two months before it comes into force. The customer has, if he does not agree with the price increase, the right to cancel the agreement in writing against the date on which the price increase comes into force, while observing a notification period of at least one month.
4. Changes in the VAT rate will at all times be charged on to the customer.

Payment and deposit

Article 6

1. Payment takes place in cash or by bank transfer of the due amount into an account designated by the user.
2. If a payment in installments has been agreed, then the customer will pay in accordance with the terms and amounts as have been set forth in the agreement.
3. The user can at all times require from the customer that he places a deposit with the user to the maximum of the Value of a reservation. Received deposits will be properly registered and only serve as a surety for the user.
4. The user may take recourse on the deposit with regard to anything that the customer is due to pay to him on whatever grounds. The remainder shall be repaid at the end of the agreement without delay by the user to the customer.

Default and collection costs

Article 7

1. The customer is in default by law, by the mere fact of non-payment on the due date stated in the agreement.
2. Over late payments, the customer is, without further summation or notification of default, liable to pay the interest set forth in the law, from the due date set forth in this section 1 till the date of total satisfaction of the amount. This notwithstanding any other rights that the user may have.
3. All reasonable costs (including but not limited to lawyers' fees), incurred by the user in litigation that has been brought against it by a customer, shall be compensated by the customer to the user.
4. All reasonable costs (including but not limited to lawyers' fees), incurred by the user in litigation that has been brought by the user against a customer, shall be compensated by the customer to the user.
5. In the case of an agreement between the user and a customer, the latter not being a consumer, all reasonable (extrajudicial) costs incurred by the user for reaching an amicable settlement with the customer, shall be compensated by the customer to the user. Where the user has a monetary claim against the customer, the extrajudicial costs will in that case be set to at least 15% of the amount to be collected, with a minimum of € 40.00, unless the law stipulates differently.
6. In the case of an agreement between the user and a customer, the latter being a consumer, all reasonable (extrajudicial) costs incurred by the user for reaching an amicable settlement with the customer on the collection of a monetary claim, shall be compensated by the customer to the user in accordance with the Compensation for Extrajudicial Collection Costs Decree (in Dutch: "Besluit vergoeding voor buitengerechtelijke incassokosten").
7. In the case of an agreement between the user and a customer, the latter being a consumer, all reasonable (extrajudicial) costs incurred by the user for reaching an amicable settlement with the customer on the satisfaction of a non-monetary claim, shall be compensated by the customer to the user.

Non-compliance with the agreement and rights of retention

Article 8

1. When either of the parties does not comply with an obligation under the agreement, then the counterparty has the right to suspend the compliance with the opposing obligation. In case of partial or non proper compliance, suspension is only permitted, to the extent that the shortcoming justifies so.
2. The user has the right of retention, when the customer is not complying with the satisfaction of a due obligation, unless the shortcoming does not justify this retention.
3. In case a customer is in default for longer than three months, then the user has the right to sell the customer's horse on behalf of and at the expense and risk of the customer to a third party and to set off the proceeds thereof with what the customer is due. To this purpose the customer hereby grants the user an unconditional power of attorney for selling the customer's horse to a third party. Once the user intends to sell the horse pursuant to its power of attorney, then the user shall be held to request three Dutch horse traders to make an offer for buying the customer's horse, in which case the user shall be entitled to accept

the highest offer on behalf of the customer and to transfer and deliver the horse on behalf of the customer to the highest bidder. Thereby the stipulation set forth in article 6 (sub 3 and 4) regarding a possible deposit shall be observed.

4. The power of attorney granted by the customer to the user can only be revoked by the customer, if and insofar as of maintaining the power of attorney would be unreasonably onerous for the customer under the given circumstances. Revocation of the power of attorney is performed by providing the user a written declaration to this purpose, whilst sufficiently substantiating and explaining in the declaration why the customer is of the opinion that maintaining the power of attorney would be unreasonably onerous for the customer under the given circumstances.

5. The user will notify the customer in writing of his intention to sell the horse no later than one month before the intended date of sale.

Termination of agreement

Article 9

1. The user can – observing a one month notice period - cancel an agreement for an indefinite period when one of the following situations occurs:

- the user needs the rented space for himself because of a restructuring of his enterprise;
- the user as a consequence of government measures is forced to terminate the availability of the rented space;
- the user terminates his enterprise;
- for other reasons after an assessment of the mutual interests continuation of the agreement cannot reasonably be required from the user.

2. In addition to what has been stipulated in that regard in an agreement, the user can immediately cancel any agreement with immediate effect, if:

- the customer, his family members or his visitors, despite a warning in writing, continue to cause such hinder to the user or to the fellow customers, that the good atmosphere and/or the good name or reputation of the enterprise of the user, is seriously negatively affected;
- the customer, his family members or his visitors do not or do not properly comply with the obligations under the agreement, the general terms and conditions or the regulations despite prior warnings and so to such extent that on the basis of standards of reasonableness and fairness it cannot be required from the user that the agreement shall be continued;
- if situations occur that endanger the safety and health of other horses and/or the horse of the customer, or of people.

Evacuation

Article 10

When the agreement between the user and a customer has ended, the customer is required to leave the premises of the user's enterprise, taking along all his properties. The customer is liable for damages caused by him, that may occur during the evacuation and that can be attributed to him.

Termination of agreement and cancellation by the customer

Article 11

1. The customer is not authorized to terminate an agreement for an indefinite period of time or to rescind an agreement, unless the customer simultaneously and irrevocably offers to pay

to the user the amounts as stipulated in section 5 of this article. Every termination or rescission of agreement is deemed to include this offer. Termination of an agreement for an indefinite period of time must be done in writing, observing a one month notice period.

2. The customer is not authorized to cancel a reservation under an agreement, unless the customer simultaneously and irrevocably offers to pay the amounts as stipulated in sections 5 and 6 of this article. Every cancellation of a reservation by the customer is deemed to include this offer. Cancellation of a reservation must be done in writing and must be dated. The customer cannot derive any rights from a verbal cancellation.

3. An offer by the customer to pay to the user the amounts as stipulated in this article 11 is deemed to have been accepted by the user, if immediately upon receipt of the offer the user has not rejected the offer. 2. In case of a no show by the customer on the agreed date or in any other case where the customer has not enjoyed performance by the user due to his own fault, the customer shall in all cases be obliged to pay the value of a reservation.

4. Amounts that the user has already become liable to pay to third parties at the time of the termination, rescission or cancellation, should at all times be fully paid by the customer to the user, unless the user has acted unreasonably by assuming the concerned obligations. The concerned amounts serve to reduce the value of a reservation set forth in the following stipulations.

5. When a reservation has been made regarding the accommodation made available by the user, then the following shall apply for the cancellation of that reservation: - in case of a cancellation of more than 1 month before the commencement of the performance of the agreement, the customer is not liable to pay any amount to the user; - in case of cancellation of more than 14 days but not more than one month before the commencement of the performance of the agreement, the customer is liable to pay 15% of the value of a reservation to the user; - in case of cancellation more than 7 days but not more than 14 days before the commencement of the performance of the agreement, the customer is liable to pay 35% of the value of a reservation to the user; - in case of a cancellation more than 3 days but not more than 7 days before the commencement of the performance of the agreement, the customer is liable to pay 60% of the value of a reservation to the user; - in case of cancellation more than 24 hours, but not more than 3 days before the commencement of the performance of the agreement, the customer is liable to pay 85% of the value of a reservation to the user; - in case of cancellation 24 hours or less before the commencement of the performance of the agreement, the customer is liable to pay 100% of the value of a reservation to the user.

Cancellation by the user

Article 12

1. Each reservation under an agreement related to a group activity, is concluded by the user under the precondition of sufficient participation and sufficient capacity.

2. Without sufficient participation or without sufficient capacity, the user has the right to cancel a reservation regarding a group activity without being liable to pay any compensation the customer(s).

3. The user has the right to – without being liable to pay any compensation to the customer – cancel a reservation under an agreement and/or terminate an agreement with immediate effect, if there are sufficient signs that the use by the customer of the rights deriving from the

agreement has such a different character, than was expected on the basis of an announcement by the customer or on the basis of the capacity of that customer, that the user would not have concluded the agreement if he had been aware of the actual character of the use. If the user makes use of this authority after the General Terms and Conditions performance of the agreement has commenced, then the customer is liable to compensate the user for the performances enjoyed until that moment in time, but the obligation to pay for the remainder is cancelled. The compensation due for the performance that was enjoyed by the customer will in such case be calculated proportionally to time.

4. The user is authorized to, instead of exercising his authority set forth in section 3 above, present the customer with further requirements regarding the use of the rights deriving from the agreement. If there are sufficient indications that these requirements shall not be complied with, then the user is still authorized to execute his authority set forth in section 3.

5. If riding lessons cannot take place for any reason, including but not limited to an epidemic resulting in health risks for horses present on the premises of the user's riding school, the customer is held to pay the agreed fees for the riding lessons during the term of the agreement concluded between the user and the customer. The teacher is at all times authorized to decide whether the riding lessons shall take place or whether they are to be cancelled. In case of acute and serious, danger of contamination, the customer's horse is temporarily placed in a quarantine box or placed in any other place minimizing the chance of contaminating the other horses as much as possible.

Code of conduct and regulations

Article 13

1. The customer, his family members and his visitors are obliged to comply with the code of conduct set by the user. These rules are recorded in the regulations of the user's enterprise.

2. The user will present a copy of these regulations to the customer upon the conclusion of an agreement.

3. It is permitted for the user to change the aforementioned code of conduct at any time. Changes will always be made known to the customer. The customer has, if he does not agree with the changes, the right to cancel the agreement in writing, observing a notification period of at least one month.

Liability of the user

Article 14

1. Under the conditions set forth in this article, the user is not liable towards the customer, not being a consumer, for theft, accidents or damages to horses and goods of the customer on his premises and neither for damages arising as a consequence of the use of horses and goods offered by the user in executing an agreement between the user and the customer, unless the damages suffered by the customer are either the result of a lack of care that is to be expected from the user in conducting the user's business, or the result of willful misconduct and/or gross negligence by the user.

2. The user is never obliged to pay the customer, not being a consumer, any compensation for indirect damages, including consequential damages, missed profits, missed savings and damage because of enterprise stagnation.

3. The user is not liable for damages towards a customer, not being a consumer, that has arisen as a consequence of non-compliance by the customer of safety regulations, or not listening to directions in that framework by or on behalf of the user.
4. The user is only liable for direct damages of the customer, not being a consumer, if it can be demonstrated that this damage has arisen because of actions of the user or his subordinates, that are in violation of the carefulness that needs to be observed in the framework of the execution of the enterprise of the user by the user, or is the consequence of intent or conscious negligence of the user and his subordinates.
5. The user is not liable for damages of the customer, not being a consumer, that have arisen as a result of acts performed by employees or auxiliary persons (not being employees), who have been instructed by the user in execution of an agreement between the user and a customer.
6. The user is not liable for damages of the customer, not being a consumer, caused by third parties or by goods of third parties, unless the damages suffered by the customer are either the result of a lack of care that is to be expected from the user in conducting the user's business, or the result of willful misconduct and/or gross negligence by the user.
7. The liability of the user for direct costs and damages incurred and suffered by a customer, not being a consumer, is at all times limited to the amount for which the user can reasonably conclude insurance and for which actual coverage can be obtained. If the user is liable for any damage, then the liability of the user towards the customer, not being a consumer, is limited to the maximum of the value of a reservation albeit that part to which the liability relates. If the customer is in the possession of a so-called 'ruiterpaspoort' (equestrian passport), then this amount will be reduced with the amount that is paid out by the collective accident insurance with limited coverage and payment that is linked to the possession of the KNHS (Royal Dutch Equestrian Federation) membership in combination the 'ruiterpaspoort' of the customer.
8. The limitations of liability, as set forth in sections 1 to 7 of this article, equally applies to a user who has concluded an agreement with a customer, who is a consumer.

Liability customer and insurance

Article 15

1. The customer is liable towards the user for the damage that is caused by acts or omissions by himself, his family members and his animals.
2. The customer is required to insure all his properties, including his horse(s), which stay in the premises of the user's enterprise, against fire, theft and other damages. He is also required, with regard to his horse that stays on the premises of the user's enterprise to have concluded legal liability insurance and to maintain this. This liability insurance should cover the risk of the possession of the horse, also when the horse remains with third parties.
3. The customer shall indemnify the user for damages, suffered by any third parties and whether directly or indirectly caused by the customer's horse or by one of the customer's goods.

Accommodation

Article 16

1. The user is required to make available to the customer during the duration of the agreement for accommodation – apart from exceptional circumstances – accommodation of a quality that is customary within his enterprise.
2. The user is also required – apart from special circumstances – to provide the commensurate services or to offer the facilities that are customary within his enterprise.
3. Unless agreed explicitly differently, the user is authorized to deem a reservation of accommodation by a customer as cancelled, when the customer does not report to the user on the first day of reservation before 18.00 hours, notwithstanding the stipulation set forth in article 11 (Termination of agreement and cancellation by the customer).
4. The user is authorized to offer to the customer other accommodation than which should be made available according to the concerned agreement, unless this would evidently be regarded as unfair and obviously too burdensome for the customer.
5. The customer has, in the case as stated above in section 4, the right to cancel the agreement to which the accommodation (offered by the user) relates with immediate effect, notwithstanding the customer's obligations under other agreements. The customer has, if the user saves on expenditures by making – on the basis of the previous – other accommodation available according to the concerned agreement, a right to receive the amount of that saving.
6. If the customer terminates the agreement with the user pursuant to section 5 of this article, the user will not be liable for compensation of damages suffered by the customer as a result thereof.⁸

Horses

Article 17

1. Horses are only placed in consultation with the user. It is not possible to sell an animal on the spot and to substitute it by another horse without prior consultation with the user.
2. The customer shall see to it (i) that the original horse passport (hence, not merely a copy thereof) accompanies the customer's horse at all times, (ii) that the customer's horse has been chipped (provided with a transponder) and (iii) that the customer's horse has been duly registered at the relevant database, all in accordance with the applicable European and national legislation and regulations relating to the identification and registration of horses. If the customer's horse for whatever reason and for whatever time is placed with the user, then the original horse passport belonging to that particular horse shall be handed over by or on behalf of the customer to the user, who will keep this horse passport for the customer for as long as the horse is placed with the user. Upon handing over the horse passport to the user, the latter shall issue a written statement of receipt to the customer.
3. The customer indemnifies the user for all damages (including but not limited to costs and penalties) that the user may suffer as a result of the customer not being in compliance with the applicable European and national legislation and regulations relating to the identification and registration of horses. The customer shall perform best efforts and shall take all action required to (i) comply with the aforementioned legislation and regulations, and in the event of a violation of this legislation and regulations, (ii) to limit and mitigate all possible costs and damages for the user as a result thereof.

4. In special situations, such at the discretion of the user, for health technical reasons, precautions may be made for the prevention of so called “drag-in” (the entering of contagious diseases), or for the prevention of contagious animal diseases. These measures shall always take place in consultation with the veterinarian of the user.

Veterinarian

Article 18

1. If a horse of a customer requires care or treatment by a veterinarian, then this will take place, after prior consultation with the customer, by the veterinarian of the customer.
2. In emergency situations the user is authorized independently to involve the veterinarian of the customer. If that veterinarian is not available, then the user is authorized to request the assistance of the user’s veterinarian. Whether there is an instance of an emergency or not is at the sole discretion of the user.
3. The costs of the veterinary care or treatment are not included in the price and will be charged separately by the user to the customer. These customer is held to compensate the user for these costs.

Trailers and other means of transport (for horses)

Article 19

1. Trailers and other means of transport are only parked by and/or on behalf of the customer in close consultation with the user and on the place that the user designates thereto. The temporary parking of personal vehicles, trailers and other means of transport takes place on designated places at the premises of the enterprise of the user.
2. The user has the right to charge the customer a fee for the parking of trailers and other means of transport that are parked structurally at the premises of the user’s enterprise.
3. All trailers and other means of transport that have been placed by and/or on behalf of the customer on the premises of the user’s enterprise are there for the account and the risk of the customer. The customer is held to take out insurance for these goods and to arrange for commensurate safety measures such as a tow bar lock etc.

Complaints

Article 20

1. Complaints concerning the execution of the agreement should be completely and clearly described in writing and submitted to the user within 2 weeks after the customer has established the defects or could have established these.
2. The non timely submission of the complaint may have the consequence that the customer loses his rights in that matter.

Validity general terms and conditions

Article 21

1. The invalidity of one or more clauses in these general terms and conditions, shall not affect the validity of all other clauses.
2. Should a clause in these general terms and conditions be invalid for any reason, then the parties are required to have agreed a valid replacement clause that approaches the invalid clause as much as possible regarding nature and scope.

Choice of law and competent court

Article 22

1. The agreements on which these general terms and conditions have been declared applicable shall be exclusively governed by and construed in accordance with the laws of The Netherlands.
2. All disputes arising out of or in accordance with agreements between a user and a customer shall be exclusively submitted to the competent courts of Amsterdam, The Netherlands.

Conflicts

Article 23

1. These original general terms and conditions have been drawn up in the Dutch language. In the event of a conflict, inconsistency or discrepancy between the Dutch language version and this English language version, the original Dutch language version shall prevail.
2. In the event of a conflict between these general terms and conditions with a provision in an (underlying) agreement between the user and a customer, the provision in the agreement will prevail.