

GENERAL TERMS AND CONDITIONS OF EQUINE SUPPORT INTERNATIONAL

A. General provisions

Article 1: definitions

In these general terms and conditions the following terms have the following meanings:

1. ESI: the partnership Equine Support International (hereafter referred to as: ESI), registered in the Trade registry under number 63858266, and the user of these general terms and conditions.
2. Counterparty: the legal or natural person (hereafter referred to as: counterparty) (and in certain specific provisions for natural persons, the consumer) who has awarded ESI an assignment to perform tasks, or to supply services or products, or who has purchased a service or product from ESI.
3. Representative: the legal or natural person who is engaged by ESI to perform tasks independently or to perform services for counterparty, on behalf of ESI.
4. Task: all works or services which ESI is engaged to perform, or the work performed by ESI or a representative engaged by ESI. This applies in the widest sense of the word, and in any case includes the task as stated in the assignment description.
5. Quotation: the offer from ESI to counterparty which is made without obligation, unless otherwise stated.
6. Assignment: an assignment awarded by counterparty to ESI (in writing/verbally/digitally/non-digitally) to perform or carry out tasks or supply services or products.
7. Contract: every (verbal or written) agreement made between counterparty and ESI relating to the supply of services or products, the performance or carrying out of tasks by ESI or a representative engaged by ESI for the counterparty.
8. Conditions: these general terms and conditions
9. Social media: media communication, including websites, forums, Twitter, Facebook, Instagram, etc.

Article 2: applicability of general terms and conditions

1. These conditions are applicable to all reservations, quotations, assignments, services and contracts between ESI and a counterparty or between a representative engaged by ESI and a counterparty, whereby ESI or a representative engaged by ESI undertakes, will undertake, or is obliged to perform tasks or to provide services to a counterparty. Deviations and additions to these conditions are only valid if they are agreed expressly and in writing.
2. If these conditions and the assignment confirmation contain contradictory conditions then the provisions contained in the assignment confirmation apply unless otherwise stated in writing by ESI.
3. The applicability of conditions belonging to counterparty is expressly excluded by ESI.
4. A counterparty who has at one time entered into a contract, or who has once made use of the services or products of ESI, accepts the applicability of these conditions to all subsequent assignments or contracts with ESI.
5. If one or more of the provisions of these conditions should be void or voidable, the other provisions of these conditions remain fully applicable. If any provision of these conditions or of the contract is unlawful, parties will negotiate the content of a new provision, which provision will approximate as closely as possible to the substance of the original provision.
6. ESI insists on strict compliance with these conditions, in principle. If ESI does not insist on this by way of an exception, this does not mean that these conditions are not applicable, or that strict compliance with the conditions will not be insisted upon in other cases. ESI can never lose the right to insist on strict compliance with these conditions in (other) cases.
7. If these conditions are drawn up in a language other than the Dutch language, then, in the event of any inconsistencies, the Dutch text will at all times prevail in interpreting and explaining the provisions.

Article 3: creation of contract

1. Prior to the assignment confirmation and the creation of the contract, a non-binding quotation may be submitted to counterparty. If a quotation comprises an offer which is made without commitment, and this offer is accepted by counterparty, then ESI is entitled to revoke the offer within five working days of receipt of acceptance.
2. If the offer is based on data provided by counterparty and it emerges that this data is inaccurate or incomplete, or is subsequently changed, then ESI is entitled to change the prices stated in the offer.
3. Contracts are created and commence at the moment when:
 - a. ESI receives the signed and returned assignment confirmation; or
 - b. work commences on performing the assignment by means of the provision of services or performance of tasks, or the services/tasks have been fully performed.
4. ESI will not be bound by quotations, offers or assignments if counterparty can reasonably be assumed to understand that the quotations, offers or assignments, or a part thereof, clearly contains a mistake or typing error.

Article 4: prices

1. The prices stated by ESI in quotations, offers or order confirmations exclude btw / vat and any other costs, unless otherwise stated.

2. Price increases can be passed on to counterparty by ESI. In the event of a price increase being passed on to counterparty, counterparty is entitled to rescind the contract by means of written notification within a maximum of five days following the announcement of the price increase. If counterparty does not make use of this entitlement, counterparty is deemed to accept the price increase.
3. In the event of a price increase within three months following the creation of the contract with a consumer, the consumer is entitled to rescind the contract by means of written notification. If a consumer has not notified ESI of his/her intention to make use of this entitlement to rescind within thirty days of notification of the price increase, ESI is entitled to assume that the consumer accepts the price increase.

Article 5: payment

1. Payment of the invoice amount by counterparty is to take place within 30 days of invoice date, in Euros (EUR), in the manner stipulated by ESI, unless otherwise agreed in writing.
2. ESI is at all times entitled to request (partial) payment in advance, or any other security, from counterparty. ESI will demand a maximum of half of the invoice amount, or such amount as is legally permitted, in the case of payment in advance by consumers.
3. ESI is permitted to suspend performance of its obligations until such time as the requested advance payment or security is put in place by counterparty. In the event of failure to do so within the time period stipulated by ESI, ESI is entitled to immediately (partly) terminate the ongoing contracts without further notice of breach or legal intervention.
4. The payment period is a fundamental term. In the event of failure to pay on time, counterparty is therefore in default by operation of law, and ESI is entitled, without further summons or notification of breach, to charge counterparty interest on the total invoiced amount at the rate of 1% per month, from the due date for payment of the relevant invoice, this being without prejudice to ESI's further rights. In the case of consumers ESI applies a late payment interest rate of a maximum of 2% per year, or the consumer interest rate in force at that time.
5. If payment by counterparty does not take place, following a reminder by ESI, ESI is entitled to charge counterparty for out-of-court collection costs. These out-of-court collection costs comprise 15% of the total outstanding claim. In this case a minimum of €150 out-of-court collection costs will be charged to counterparty. In the case of consumers the minimum costs applicable are €40, and these collection costs are calculated in accordance with the rates in force under the 'Wet normering buitengerechtelijke incassokosten' and its associated Order.
6. Payments made by counterparty will first be allocated by ESI in settlement of interest and costs.
7. If counterparty does not pay the invoices via out-of-court settlement, ESI will be obliged to commence litigation against counterparty. All costs of both out-of-court and litigation procedures will be charged in full to counterparty.
8. In the event of non-payment, delayed payment, or incomplete payment by counterparty, or if counterparty is culpably in default of any other of its obligations to ESI, ESI is entitled to immediately terminate and/or (partially) suspend the relevant contract and/or all other ongoing contracts with counterparty, without any notice of breach or legal intervention. ESI is also entitled to charge counterparty a penalty of 35% of the invoice amount (in so far as this has not yet been invoiced), without prejudice to ESI's entitlement to claim full compensation for damage instead of this.
9. If ESI enters into a contract with two or more parties jointly, these joint contract parties are each jointly and severally liable as principals to make payment to ESI.

Article 6: complaints

1. Objections relating to the invoice amount or the invoice must be made known to ESI in writing, within 10 days of the invoice date.
2. Complaints about the quality of work performed or services delivered by ESI, or by a representative engaged by ESI, must also be notified to ESI as soon as possible, and in any case no later than fourteen days following performance of the works or supply of services, including an accurate description of the nature and grounds of the complaints.
3. If counterparty has not availed itself of its right to complain within the period of time stipulated in clause 1, all counterparty's rights in this respect expire and the invoice will be deemed to be correct. Complaints within the meaning of this article do not suspend counterparty's obligations to make payment, unless ESI informs counterparty that it regards the complaint as being justified.

Article 7: force majeure

1. If ESI is unable to perform its obligations, or is unable to perform them on time or properly as a result of a cause that cannot be attributed to ESI, this amounts to force majeure, whereby the obligations are suspended until the time when ESI is once more in a position to fulfil its agreed obligations. Force majeure will in any case be deemed to exist in cases of strikes, burglary, fire, lack of representatives or restrictions on movement, government measures, transport disruption, and in general all other causes, occurrences or circumstances which are beyond ESI's

control or influence and/or other unforeseen stagnation or disruption of the normal course of events.

2. In the event of a situation arising as described in clause 1, Counterparty is entitled to cancel the contract in whole or in part and with immediate effect in writing, without this giving rise to any entitlement on the part of ESI to claim compensation for damages.
3. To the extent that ESI has partially performed its obligations under the contract at the time when a situation of force majeure first arises, ESI is entitled to invoice separately for the part that has been performed or will be performed. Counterparty is bound to pay this invoice as if it were a separate contract.
4. If circumstances arise within the meaning of clause 1, ESI is entitled to suspend the contract in whole or in part for a period of 60 days, or to rescind or amend the contract, upon informing counterparty of the reasons for this, without this giving rise to any entitlement to compensation for damages on the part of counterparty.

Article 8: liability

1. In the absence of deliberate act or neglect or of gross negligence on the part of ESI, ESI is never liable for any loss, direct and/or indirect damages and/or costs of whatever nature or however caused, including damage caused by loss of time, money and/or goodwill, which in any way results from the efforts of ESI or a representative and/or third party engaged by ESI. This shall be taken to include, but shall not be limited to, (in)direct injury to the horse, both accidents during training and/or care, or during training and/or care for the horse by the owner, after having received advice about this from ESI.
2. In a case of damage on the part of counterparty as a consequence of deliberate act or neglect, or gross negligence by ESI, counterparty is obliged to demonstrate that the damage is a direct consequence of this deliberate act or neglect, or gross negligence on the part of ESI.
3. Any liability of ESI arising in connection with a contract entered into with counterparty is limited to the part of the invoice amount to which the liability relates. The maximum amount payable by ESI will in no circumstances exceed the amount ESI recovers from its insurance.
4. ESI is not liable for the following forms of damage suffered by counterparty or third parties:
 - a. damage which is caused by the fact that counterparty gave ESI incorrect or incomplete information, or which is in any other way caused by the actions or omissions of counterparty;
 - b. damage which is caused by the actions or omissions of a representative engaged by ESI, including if the representative is working for an organisation connected to ESI;
 - c. economic, (in)direct or consequential damage, including - but not limited to - business interruption in the case of counterparty;
 - d. economic, (in)direct or consequential damage that results from failure to observe any conditions stipulated by the tax authorities;
 - e. damage resulting from (negative) statements, whether verbal, written, or placed on social media by ESI, or by the representatives engaged by ESI;
5. If claims are not made by counterparty within the stated period as set out in article 6 of these conditions, ESI is not liable for any damage suffered by counterparty.

Article 9: cancellation, suspension and dissolution

1. If counterparty wishes to cancel the contract prior to or during performance, counterparty is liable to pay ESI compensation for damages in an amount to be further determined. This compensation for damages comprises all costs already incurred by ESI and damage suffered by ESI as a result of the cancellation, including loss of profits. ESI is entitled to establish the level of the said compensation for damage and - at its discretion and depending on the extent of

work or services already performed - to charge counterparty for a minimum of 30% and a maximum of 100% of the invoice amount excluding btw/vat.

2. Counterparty is accountable to third parties for the consequences of the cancellation and will indemnify ESI for any claims resulting from this.
3. If ESI suspends performance of the contract at the request of counterparty, all costs incurred by ESI up to that time are immediately claimable and ESI is entitled to charge counterparty for these costs. Furthermore ESI is entitled to charge counterparty for all costs incurred or to be incurred during the period of suspension of performance.
4. If it is not possible to recommence performance of the contract following the suspension period, ESI is entitled to rescind the contract immediately and by means of written notification to counterparty, without legal intervention. If performance of the contract is recommenced following the suspension period, counterparty is bound to refund any costs resulting from this recommencement.
5. ESI is entitled to suspend performance of its obligations or to rescind the contract, if:
 - a. counterparty does not comply with its obligations under the assignment, or does not comply with them fully or in good time;
 - b. ESI becomes aware, following the creation of the contract, of circumstances giving good reason to fear that counterparty will not or cannot fulfil its obligations;
6. In the event of liquidation on the part of counterparty, (request for) moratorium on payment of creditors or bankruptcy, seizure of assets, , debt restructuring or any other circumstance whereby counterparty is no longer freely able to dispose of its assets, ESI is entitled to cancel the assignment immediately, and with immediate effect, or to annul the assignment, without any obligation to make payment of any compensation for damages or indemnification. All amounts owed by counterparty to ESI become immediately claimable in that case.
7. If ESI decides to suspend or rescind the contract, ESI is not liable to make any payment of compensation for damages and/or costs to counterparty, whatsoever.

Article 10: other provisions

1. During and following performance of the contract the parties have a duty of confidentiality in respect of each other's confidential business matters which they become aware of during the performance of the contract.
2. Any waiver/addition/change of any provision in the contract and/or the conditions is only binding if it is agreed in writing by the parties.
3. Cancellation of the contract by counterparty is not possible, unless there is a compelling reason for this, which is notified to ESI immediately in writing, and ESI agrees to cancellation on these grounds. In this case ESI reserves the right to charge counterparty for work that has already been performed. In this case counterparty is bound to make payment within the stated time period.

Article 11: applicable law and jurisdiction

1. Dutch law is exclusively applicable to all contracts between the parties. The Vienna Convention (CISG) is not applicable and is expressly excluded.
2. All disputes resulting from or relating to the contract and/or these conditions will be subject to the exclusive jurisdiction of the competent member of the Dutch judiciary in the district where ESI is established. This applies equally if counterparty is not established or resident in the Netherlands, unless ESI decides to have the dispute heard by the competent judge in the country or state where counterparty is established.
3. A consumer is at all times entitled to elect for the dispute to be heard by the lawfully competent member of the judiciary, provided he makes this election known to ESI in good time. The expression 'in good time' here means within one month after ESI has informed the consumer in writing of its intention to lay the dispute before the competent member of the judiciary in ESI's place of establishment.

B. Supplementary conditions regarding clients

Our general terms and conditions comprise two elements: part A (general section) and part B (supplementary terms and conditions regarding clients). In the event of any contradiction between provisions from these parts, the provisions of part B take precedence. Except as otherwise defined, the definitions in part A article 1 of these conditions are also applicable to part B.

Article 1: request and performance of assignment

1. Counterparty and ESI can enter into a contract together for the performance of an assignment. In that case counterparty is ESI's client (hereafter: "client") and ESI is a contractor.
2. Prior to commencement of the assignment client provides ESI with an accurate description of the assignment, supplementary information about requirements, duration of the assignment and circumstances. On the basis of the information provided by client, ESI selects one or more representatives to perform the contract.
3. ESI is not in default in relation to client and is not liable to pay compensation for any damages if its efforts, for whatever reason, do not lead to the actual deployment of ESI or a representative engaged by ESI (or do not lead to deployment within the time period desired by client).
4. ESI is at all times entitled to decline to accept assignments or to withdraw from them if in ESI's judgement it appears that the credit worthiness of client is insufficient. In the event of early termination for this reason a charge will be made in line with the status of the assignment.
5. ESI is not liable for damage resulting from the work of a representative who fails to meet the requirements set by the client, unless client submits a written complaint about this to ESI immediately and within four days of commencement, and demonstrates deliberate intent or recklessness on the part of ESI.
6. The assignment is carried out by ESI or by the representatives engaged by ESI in accordance with generally accepted practice within the Dutch system. This means that the performance of an assignment takes place in accordance with the generally accepted standards within the equestrian sport in the Netherlands, and with generally accepted standards regarding care for the horse.
7. Client will ensure that ESI or the representative engaged by it is able to perform the contract properly and in circumstances which are acceptable according to Dutch standards. Client will at least ensure the presence of a Wi-Fi connection, a manège, tack, and good quality overnight accommodation facilities (apartment). Client must also take full account of the wellbeing of the horse.
8. Client is not permitted to deploy a representative engaged by ESI in performing tasks which are beyond the scope of the assignment, unless ESI agrees to this in writing following a request by client.

Article 2: changes by ESI

1. During the performance of the assignment ESI is at all times entitled to make a proposal to client for the replacement of a representative appointed by ESI with another representative. Client may only reject such a proposal on reasonable grounds accompanied by an explanation. If asked, client will provide a written explanation of any such rejection.
2. ESI is not accountable to client for any breach, and is not liable to make any payment of compensation for damages to client, if for whatever reason ESI is no longer able to engage a (replacement) representative for the client, or is no longer able to do so in the manner and to the extent agreed under the assignment or under any further agreement.

Article 3: force majeure and client

1. Client is not entitled to rescind the contract, unless there is a case of force majeure on the part of client.
2. Client is not entitled to suspend the assignment temporarily, in whole or in part, unless there is case of force majeure. If client temporarily has no work for ESI or the representative engaged by ESI, otherwise than in a case of force majeure, client is bound to continue paying the tariff to ESI for the full duration of the assignment.
3. Force majeure on the part of the client does not include: being unable to make available, or unable to make available on time, the location where ESI or its representative is due to perform the work, weather conditions making performance of the contract (temporarily) impossible, not having sufficient customers, delayed payment by client's customer, cancellation, termination or rescission of a contract entered into by client with its customers, bankruptcy of client's customer, and other circumstances and risks which can reasonably be regarded as 'business risks'.

Article 4: insurance and indemnity

This contract is entered into between ESI and its client. ESI is and remains the client's point of contact for any complaints, lack of clarity and/or questions. Any follow-up assignments or future projects are to be discussed directly between the client and ESI. In this way ESI is in a position to give optimal form to its cooperation with the client.

1. Client indemnifies ESI against all claims by third parties, which directly or indirectly relate to the performance of the assignment or contract. In particular Client indemnifies ESI against claims by third parties for damage which is caused because client has given ESI inaccurate or incomplete information.
2. Client declares that it is at all times adequately insured, at its own expense, against legal liability and liability resulting from the assignment.

Article 5: non-solicitation clause

1. Client and any affiliated organisation is not permitted to employ a representative appointed by ESI, or to engage him outside of ESI in a comparable way, whether or not via third parties, to perform work during the performance of the assignment or for a period of two years following the end of the assignment, irrespective of the reason for ending the assignment.
2. Client and any affiliated organisation is also not permitted to employ a representative presented by ESI to client in the context of an (intended) assignment, or to engage him outside of ESI in a comparable way, whether or not via third parties, to perform work within a period of 12 months following the said presentation to client. Unless client has expressed an explicit reservation in this respect in advance and in writing, this also applies in any case where a representative introduced by ESI turns out to be known to client in any way.
3. Client is in breach of contract by operation of law in the event of any infringement or failure to adhere to the above provisions and is liable to pay to ESI an immediately claimable penalty for each infringement of at least 50% of the full amount to be invoiced by ESI to the client, plus an amount of € 500 (in words: five hundred euros) for each day that the infringement continues, without prejudice to ESI's right to full compensation for the damage caused by client.

Article 6: intellectual property

1. All rights, including authors rights to the material that ESI provides to client, remain with ESI. Client is not permitted, without the express written permission of ESI, to distribute information (texts, pictures, sound etc) via electronic or printed media or any other means.
2. Recording, downloading and use of material provided by ESI is only permitted for use within the client's own business.

Article 7: payment

1. Only payments made to ESI or to a third party designated in writing by ESI represent valid discharge. Payment to a representative engaged by ESI is ineffective and can never form a basis for settlement or set off, unless a representative engaged by ESI is designated as a third party to whom payment can be made.
2. Payments to ESI only occur by means of bank transfer. Cash payments are not accepted.

Article 8: Termination

1. Supplementary to article 9 clause 5 of part A of the conditions, ESI is also entitled to suspend performance of its obligations or to rescind the contract, if:
 - a. the circumstances on location deviate from what was promised by the client, and performance of the assignment by ESI is therefore jeopardised;
 - b. a warning against travel is issued by the Ministry of Foreign Affairs for (a part of) the area in which the assignment is to be performed.

Article 9: non-compliance

1. A client who fails to comply with any of its obligations under these conditions is liable to compensate ESI for all resulting damage and costs (including legal costs), without the need for any prior notice of breach of contract, and if necessary client is bound to indemnify ESI in this respect. This is without prejudice to ESI's entitlement to seek further remedies, such as calling for rescission.

C. Supplementary conditions for representatives

Our general terms and conditions comprise two elements: part A (general section) and part C (supplementary conditions for representatives). In the event of any contradiction between provisions from these parts, the provisions of part C take precedence. Except as otherwise defined, the definitions in part A article 1 of these conditions are also applicable to part C.

Article 1: Performance of assignment

1. Representative accepts the assignment and in doing so accepts full responsibility for the proper performance of the agreed tasks.
2. Representative will perform the described tasks and assignment for ESI on the basis of his own professional insight, without supervision or direction by ESI, and will apply the due care and attention that would be expected of a competent tradesman and avoid any actions that might cause damage to ESI, whether directly or indirectly.
3. Representative is entitled to determine his own working hours, within the scope of what is possible in order to properly perform the project, i.e. in accordance with what the representative agrees with ESI's client. ESI will in no way determine the representative's working hours.
4. Representative will keep ESI informed of tasks performed by him and results achieved, if possible on a weekly basis, but in any case at least monthly. In consultation between ESI and representative the tasks, as described in the contract for the provision of services, will be further defined and described, depending on the competencies of the representative.
5. Within the scope of correct performance of the assignment, representative is responsible, among other things, for preparation and performance and for activities following the end of gatherings, workshops, activities and meetings. Representative will also make a note of the results achieved.
6. Representative is responsible for the performance of the assignment within the agreed weekly number of hours. In principle representative is not entitled to charge ESI for overtime, unless ESI gives its written agreement to the proposed overtime.
7. Representative will organise his (voluntary) absence as far as possible following prior consultation with ESI. If it is necessary for the performance of the agreed tasks, representative will take personal responsibility for arranging replacement, in which case ESI's consent to the replacement is not required, in accordance with article 2 of these general conditions.
8. Representative will perform the agreed tasks independently and in accordance with his own professional insight, on the basis of personal responsibility and accountability, but in accordance with generally accepted standards within the profession.
9. Where possible, representative will take account of the reasonable wishes of ESI in performing the contract.
10. ESI and representative agree that representative will perform his work and the assignment based on the so-called 'Dutch system'. ESI will refrain from any further direction or instruction relating to the performance of the tasks by representative within this system.
11. During the assignment representative is free to make use of ESI's knowledge and experience, and to use ESI as a sparring partner and adviser, however this does not concern the tasks to be performed by representative or amount to an employer – employee relationship.
12. Representative will personally take care of all resources needed for the proper performance of his tasks. This includes - but is not limited to - a personal instruction set, riding breeches, riding boots, etc. In the interests of uniformity representative will receive a polo neck jumper from ESI, which representative will use during the project.

Article 2: Inability and replacement

1. If representative – regardless of reason – is at any time unable to perform his tasks and cannot therefore perform the accepted assignment properly or on time, then representative will immediately consult with ESI.
2. Representative is free to appoint someone else to replace him in performing his tasks. Representative will inform ESI about this, prior to making the replacement. Representative is free to replace himself with another person who satisfies the objective qualities set by ESI in the contract for the provision of services between the parties.
3. Representative remains responsible for the quality of the work and compliance with agreements at all times, including during replacement.

Article 3: Insurance

1. Representative is responsible for obtaining liability insurance which is suitable for the assignment to be performed by representative.
2. Representative should take appropriate measures to cover the risk of loss of income in the event of employment disability.
3. Representative is responsible for entering into the required (adequate) insurance including – but not limited to – business travel insurance and medical insurance.

Article 4: Indemnity and liability

1. ESI will not be liable to pay any tax other than turnover tax on the fees to be paid to representative, to the extent that this is to be accounted for by ESI under the 'Wet op de Omzetbelasting'. Representative is personally responsible for payment of any other taxes and premiums payable on the tariff, of whatever nature, relating to this contract.
2. Representative indemnifies ESI against any possible claims by the receiver/income tax authorities and/or the executive body for retention and/or payment of (unpaid) tax and/or Social Security premiums, including interest accruing on these and any administrative fines or penalties, resulting from or directly relating to the contract, unless any legal provision prevents this.
3. For this reason representative will reimburse ESI with the relevant amount of tax and/or Social Security premiums, including any fines and interest, on first request, without prejudice to ESI's entitlement to request security from the representative in this respect.
4. Representative is liable for all damage caused by him or by a third party engaged by him to ESI, or to third parties, in the performance of the tasks under this agreement. Representative is also liable for all damage suffered by ESI which results from the fact that representative does not, or does not fully comply with his obligations in connection with the contract.
5. ESI accepts no liability for, and representative will indemnify ESI against, any claim or demand that may be made in respect of illness, injury and/or death of the third party or parties engaged by representative and/or loss of or damage to the property of the third party or parties engaged by representative, or representative personally.
6. Representative indemnifies ESI against every claim, whether or not originating from a third party, relating to damage resulting from a culpable act or omission of representative in the performance of the contract. ESI is not liable for indirect damage, including consequential damage, loss of profits, lost savings, and damage caused by business interruption.
7. Representative will personally deal with the payment of all (other) taxes and premiums on the tariff, of whatever nature, in connection with this contract.

Article 5: ESI's responsibilities

1. ESI takes care of the agreements with the client for whom representative will perform the assignment. ESI also looks after the supply of formats which can be used by representative.
2. ESI brings representative in contact with the client and communicates with the client about the (other) conditions.
3. ESI bears ultimate responsibility for communication with the client, however representative remains responsible for the quality of the work performed.

Article 6: Intellectual property

1. The materials developed or supplied by ESI are and remain the property of ESI. The intellectual property rights relating to the project plan and any other documents and products resulting from the performance of the contract are reserved by ESI.
2. In the absence of express written permission from ESI representative is not authorised to disclose, exploit or in any other way to reproduce information from and/or extracts of the materials developed or provided.
3. Representative acknowledges that compensation for any loss of intellectual property rights is factored into his tariff.

Article 7: General

1. The contract does not include any guarantee of profit and/or turnover for representative.
2. The contract affords representative no rights of exclusivity.
3. Representative must be capable of carrying out the work to be performed and must not have any limitations due to physical and/or mental condition and/or the use of medicines and/or stimulants in order to perform the relevant work and/or tasks.
4. Parties expressly declare that they do not consider and shall not consider their relations under the present contract as constituting an employment relationship within the meaning of article 7:610 of the Civil Law Code (Burgerlijk Wetboek), and hereby irrevocably and unconditionally waive any right to rely on this provision.

D. Supplementary conditions; participation in activities

When making a booking for a training camp you are asked to agree to our general terms and conditions, which include terms relating to refunds in the case of cancellation by a participant. Our general terms and conditions comprise two elements: part A (general section) and part D (supplementary conditions for participation in activities). In the event of any contradiction between provisions from these parts, the provisions of part D take precedence. Except as otherwise defined, the definitions in part A article 1 of these conditions are also applicable to part D.

Article 1: registration

1. ESI organises training camps / instruction weeks / courses / (hereafter: "the activity") for riders, coaches and other interested parties (hereafter: "the participant"). Registration is required in order to participate in the activity.
2. ESI establishes the number of participants in the activity in advance. The participants are permitted to take part in the activity based on the order of registration.
3. Participants who register after the final date for registration is past, or after the maximum number of participants has been reached, are placed on a waiting-list. Should a vacancy arise then participants on the waiting-list are invited to take part in the activity. ESI applies the principle that the first person to register is the first person invited.
4. Participants must ensure that their personal details with ESI are up-to-date and have been filled in correctly. ESI is not liable for damage resulting from incorrect information provided by the participant. ESI uses participants' details in providing information about the activity and may use the information for its own marketing purposes, such as issuing a newsletter.

Article 2: payment

1. Article 5 of part A of the conditions describes the method and the period within which payment must occur. The following provisions specify the payment obligations of a participant in an activity.
2. Upon registering for the activity ESI requires an advance payment by the participant of 50% of the total amount payable, within 14 days of registration. As soon as the advance payment is received by ESI on its bank account the participant's place becomes a confirmed booking.
3. Before or at the very latest on the day of commencement of the activity, ESI must have received the full invoice amount on its bank account from the participant. If payment is not made in good time ESI cannot guarantee that the participant will be able to take part.

Article 3: cancellation by ESI

1. ESI reserves the right to cancel activities. It will inform the participant of this as quickly as possible. If possible, ESI offers an alternative date for the activity. If the participant cannot attend on the alternative date for the activity, the participant receives full reimbursement of the invoice amount paid, in the manner in which the participant made payment.
2. If ESI proposes to cancel the activity due to insufficient numbers of participants, it may propose an amended price to participants in order to permit the activity to still take place.
3. ESI reserves the right to make changes to the programme of the activity or to change the trainer for the activity or in some other way to change the content of the activity. ESI will inform the participants of this as quickly as possible. If a participant objects to the changes and submits his reasons, ESI can agree to cancellation of the registration. The participant then receives full reimbursement of all of the invoice amount in the manner in which the participant made payment.
4. If ESI is obliged to cancel the activity shortly before commencement or on the day of commencement due to force majeure or due to a cause which is beyond ESI's control and influence, ESI is not liable for the direct or indirect damage suffered by the participant as a result of the cancellation. See also articles 7 and 8 of part A of the conditions. ESI will make every effort to inform the participant as quickly as possible about the cancellation in order to prevent (further) damage.

Article 4: cancellation by participant

1. If a participant cancels his participation more than two months before the commencement of the activity, the participant will receive a full refund of all the invoice amount paid by the participant, in the manner in which the participant made payment.
2. If a participant cancels his participation less than two months before the commencement of the activity and his place is taken up by another participant due to his own efforts, the participant will receive a refund of the invoice amount paid subject to deduction of €25 (in words: twenty five euros) administration costs. The refund is made in the same manner in which the participant made payment.
3. If a participant cancels his participation less than two months before commencement of the activity and his place is not taken over by another participant, the participant receives no refund of the invoice amount previously paid by him.

Article 5: safety, duties and liability

1. The participant is responsible for his own safety and provides for his own needs for safely performing the activity. ESI is not liable for this.
2. The participant is bound to follow the instructions of ESI or its appointed representatives. The participant is also bound to wear a riding helmet and boots (or other shoes with a heel) whilst riding.
3. The participant will be aware that horses have their own energy. That is to say that horses can suddenly demonstrate unexpected behaviour, which can lead to the rider or other people who are present in the vicinity of the horse to become injured. The participant is aware that there is a risk of an accident during the activity, partly due to the horse's energy. The participant accepts that risk.
4. In the absence of intentional act or omission or gross negligence on the part of ESI, ESI will never be liable for any loss, direct and/or indirect damage and/or costs of whatever nature and however caused, which in any way result from the actions of ESI or a representative engaged by ESI, or a third party. If ESI engages a third party for the performance of the activity, ESI is not liable for direct and/or indirect damage and/or costs of whatever nature, however caused, due to the materials that are made available by that third party, or due to the performance of the activity by that third party.
5. Participants take part in the activity at their own risk. ESI can never be held liable for any resulting damage and/or injury.
6. If the participant is a minor it will be assumed that in addition to the participant himself, the parents and/or guardians of the participant will also take responsibility for the matters referred to in clause 1, and are familiar with the matters referred to in clauses 3 and 4. ESI excludes all liability in this respect, regardless of whether the participant takes part in the activity with or without supervision.

Article 6: communication and social media

1. ESI keeps its followers informed of developments within the organisation and in relation to activities, via social media. ESI recommends participants to follow its postings in order to be kept informed of the latest developments relating to the activities, special offers and other information.
2. ESI can communicate information about the activities by means of status updates or by posting visual material. By taking part in the activity the participant agrees that he and/or his horse may be seen in that visual material, unless he has made his objections to this known to ESI no later than five work days before commencement of the activity.

If you have any questions or comments during the activity, contact your instructor. He is best placed to answer your questions. Naturally you are always free to contact your contact person at ESI directly. If you have any questions or comments about the general terms and conditions, then contact us via +31622185667 or via email to info@equinesupportinternational.com.