

General Terms and Conditions Horse in Mind

Article 1. Definitions

1. Horse in Mind is a Sole Proprietorship whose purpose is to offer workshops and courses in the field of horse welfare.
2. In these Terms and Conditions "Customer" means the natural or legal person, whether or not acting in execution of its profession or business, who uses the Services of Horse in Mind.
3. In these Terms and Conditions "Agreement" means: the legal relationship between Horse in Mind and Customer, all in the broadest sense.
4. In these Terms and Conditions, "Services" means: all products and services provided to the Customer by Horse in Mind and/or any third party it engages, as well as any other work performed by Horse in Mind on behalf of the Customer, of any nature whatsoever, carried out within the framework of an order, including work not carried out at the express request of the Customer.
5. In these Terms and Conditions, "Website" means the Website www.horseinmind.nl.

Article 2. Applicability of the General Terms and Conditions

1. The General Terms and Conditions apply to all Agreements concluded between Customer and Horse in Mind where Horse in Mind offers Services or supplies products.
2. Deviations from the General Terms and Conditions are only valid if expressly agreed in writing with Horse in Mind.
3. Applicability of purchasing or other conditions of the Customer are expressly rejected, unless expressly agreed otherwise in writing.
4. The Terms and Conditions also apply to additional or modified orders from the Customer.

Article 3. The Agreement

1. All offers on the Website are entirely without obligation, unless expressly stated otherwise.

2. The Customer may contact Horse in Mind via the Website, email or telephone for any of the Services offered. Horse in Mind will consult with Customer about its expectations and may then prepare an offer which will be sent by letter or email. The Agreement comes into effect only when the offer is signed or by order confirmation.
3. Customer can also place orders on the Website. The Agreement is then concluded by placing an order. Both subscriptions and one-off workshops can be ordered via the Website. After ordering, the Customer receives, with exceptions, immediate access to the ordered Service. These login details will be provided by email.
4. If Horse in Mind sends a confirmation to Customer, it is decisive for the content and interpretation of the Agreement, subject to obvious clerical errors. Horse in Mind cannot be held to its offer if Customer can reasonably understand that the offer, or any part thereof, contains an obvious mistake or clerical error.
5. If Customer makes notes or comments on Horse in Mind's offer they do not form part of the Agreement unless Horse in Mind confirms them in writing.
6. An order by Customer which has not been preceded by a written quotation requires written acceptance by Horse in Mind.

Article 4. Execution of the Agreement

1. Horse in Mind will endeavor to perform the Services to the best of its knowledge and ability and in accordance with the requirements of good workmanship, as well as as much as possible in accordance with the written agreements.
2. Horse in Mind has the right to have certain work performed by third parties.
3. When engaging third parties, Horse in Mind shall exercise due care and consult with Client in selecting these third parties, as much as is reasonably possible and usual in the relationship to Client. The costs of engaging these third parties are for the account of Customer, and will be charged by Horse in Mind to Customer.
4. The Customer shall ensure that all data, which Horse in Mind indicates are necessary or which the Customer should reasonably understand are necessary for the execution of the Agreement, are provided to Horse in Mind in a timely manner. If the data required for the execution of the Agreement are not provided to Horse in Mind in time, Horse in Mind is entitled to suspend the execution of the Agreement and/or charge the Customer for the additional costs resulting from the delay according to the then usual rates. Among other things, it is important that the Customer provides the correct email address, as the login data will be sent to this email address.

5. The Customer shall ensure that Horse in Mind can perform its Services in a timely and proper manner. If Customer does not comply with its agreements in this regard, it is obliged to compensate the resulting damages.

6. If a deadline is agreed or specified for the performance of Services, this is never a deadline. If a deadline is exceeded, the Customer must give Horse in Mind written notice of default. Horse in Mind should be given a reasonable period to fulfil the agreement.

Article 5. Changes to the Agreement

1. If during the execution of the Agreement it becomes apparent that for a proper execution thereof it is necessary to amend or supplement the Agreement, Horse in Mind and Customer shall timely and in mutual consultation amend the Agreement.

2. If the Agreement is amended, including a supplement, it is an additional order. This additional assignment will be subject to a separate fee agreement in advance. Without an additional offer, the original conditions will apply, with the additional Services being paid for at the usual rate.

3. Failure to execute or not immediately execute the amended Agreement does not constitute a default by Horse in Mind and is not a ground for the Client to terminate or rescind the Agreement.

4. Amendments to the originally concluded Agreement between Horse in Mind and Customer are only valid from the moment these amendments have been accepted by both parties through an additional or amended Agreement. This amendment shall be in writing.

Article 6. Suspension, dissolution and premature termination of the Agreement

1. A subscription can be purchased quarterly or annually. Termination of a subscription is possible before the end of each subscription term. Hereby access will be provided until the end of this subscription term.

2. Horse in Mind is entitled to suspend the fulfilment of its obligations or to terminate the Agreement if the Customer fails to fulfil its obligations under the Agreement in full or in a timely manner, or if Horse in Mind has good reason to fear that the Customer will fail to fulfil these obligations.

3. Furthermore, Horse in Mind is entitled to terminate the Agreement if circumstances arise of such a nature that fulfilment of the Agreement is impossible or unaltered maintenance of the Agreement cannot reasonably be expected.

4. If the Customer fails to fulfil its obligations under the Agreement and this failure justifies termination, Horse in Mind is entitled to terminate the Agreement with immediate effect without any obligation to pay any compensation or indemnification, while the Customer is obliged to pay compensation or indemnification due to default.

Article 7. Cancellation

1. Cancellation of the Agreement is possible up to 14 days after signing the offer if the Agreement is concluded remotely and the Customer is a natural person not acting in the execution of his profession or business. However, when purchasing some Services, the Customer receives immediate access to the Service or subscription. Should a Customer cancel such a Service within the reflection period, the Customer does pay for the time he used the subscription or workshop.

2. Cancellation of a ticket for a webinar is not possible. Because Customer receives a viewing link after registration, refunds are not possible. However, Customer is free to find a replacement viewer himself. If Customer wants to give the ticket to someone else, Customer can contact by email.

Article 8. Costs, fees and payment

1. All amounts mentioned in the offer or on the website are in euros and include VAT, unless otherwise stated.

2. Horse in Mind has the right to correct obvious mistakes in the quotation.

3. Payment of subscriptions is for the first term via iDeal/Bancontact. The subsequent instalments are paid by direct debit.

4. Payment of workshops or courses will be done via iDeal/Bancontact. If the workshops or courses are offered in installments, the payment of the subsequent installments will take place via direct debit.

5. Payment shall be made before commencement of the Service. After payment of the Service, an invoice will be sent to the Customer.

6. The Customer has the duty to inform Horse in Mind without delay of any inaccuracies in the payment details provided.

7. Installment payments will remain a fixed price per installment, offers excluded. This will be paid for as long as the Service is used.

8. If the Customer cancels a subscription and then takes it up again, the price applicable at that time will have to be paid. This price can therefore differ from the amount paid for the previous subscription.

9. If the Customer takes advantage of a bonus or other offer when concluding a subscription, the offer or bonus can only be used again after the expiry of one (1) year following the cancellation of the subscription.

Article 9. Shipping and delivery.

1. Delivery takes place immediately after ordering by providing login details, which the Customer can use to access the ordered Service. Exceptions to this are possible, for example when a pre-sale has been made, or an ordered Service starts at a fixed time. The data to access the Services will then be provided at the agreed time.
2. The delivery time of Horse in Mind depends on the order. It is hereby noted that due to circumstances, the fixed time of commencement may differ from what was agreed upon. Horse in Mind will try to meet the fixed time, but this time is never a deadline.

Article 10. Liability

1. The Customer is responsible for providing correct and representative data and information necessary for the execution of the Agreement. Horse in Mind is not liable for damages, including on the basis of an incorrect order, if Customer has provided incorrect, unrepresentative or irrelevant data.
2. Although every effort will be made to meet the delivery period, Horse in Mind is never liable for the consequences of exceeding the stated delivery period on the Website, in the confirmation email or elsewhere. Exceeding the deadline does not entitle Customer to cancel the Services, or refuse receipt or payment of the Services, nor does Horse in Mind owe any compensation to Customer.
3. Horse in Mind is not liable for errors or omissions of third parties it engages.
4. Horse in Mind is not liable for any typographical errors on the Website.
5. Horse in Mind is not liable for not fulfilling or not timely fulfilling the obligations, arising from the Agreement, in case this is caused by force majeure as referred to in Article 11.
6. No rights can be derived from the provided video and course material. Horse in Mind makes every effort to provide the Customer with the best possible information and clear instructions, but cannot be held liable for the Customer's performance based on the material provided.
7. Horse in Mind is not liable for failures on the Website caused by external providers, internal providers etc. or for failures caused by force majeure. Horse in Mind is also not liable for periodic unavailability of or limited access to the Website, for example due to maintenance work and updates.
8. Tickets for webinars are purchased for the date chosen. The Customer will have access to the webinar on that date and time. Should the Customer be unable to attend the webinar, they will only receive the recording if it has been communicated in advance that it will become available. Webinar recordings will be available for a limited

time, which will be communicated by email. Horse in Mind is neither liable if the Customer subsequently fails to fully complete the webinar, nor obliged to extend the time period free of charge.

9. If Horse in Mind is held liable, it shall only be liable for direct damages actually incurred, paid or suffered by the Customer due to a demonstrable failure of Horse in Mind's obligations with respect to its Services. Horse in Mind shall not be liable for indirect damages, including but not limited to consequential damages.

10. The liability of Horse in Mind is limited to the amount covered and paid by the insurer. If the insurer does not pay out, or if Horse in Mind is not insured, the liability is limited to the amount paid by Client.

Article 11. Force Majeure

1. Force majeure means all external causes, beyond the will or control of Horse in Mind, as a result of which timely, complete or correct fulfilment of the Agreement is no longer possible.

2. Force majeure as referred to in the previous paragraph includes, but is not limited to: non-performance by a third party, illness of Horse in Mind staff itself or a third party, abnormal weather conditions, disruptions in water and energy supplies, strikes, serious failures in Horse in Mind's systems, fire, floods, natural disasters, riots, war or other domestic unrest.

3. In the event of force majeure, performance of the Agreement shall be suspended for as long as the force majeure continues.

4. If the force majeure lasts longer than one month, both parties are entitled to terminate the Agreement without court intervention. In such a case, Horse in Mind will refund any amounts paid, minus all costs incurred by Horse in Mind in relation to the Agreement.

Article 12. Guarantee

1. Horse in Mind gives no guarantees regarding the delivered Products.

Article 13. Complaints

1. Customer is obliged to inspect the delivered Product at the moment of delivery, or at least to have it inspected within the shortest possible time. In doing so, Customer shall examine whether the quality and quantity of the Product delivered corresponds to the provisions of the Agreement.

2. Errors or inaccuracies which can be found during an initial inspection, taking into account the requirements of reasonableness and fairness, should be reported in writing to Horse in Mind within fourteen (14) working days after receipt of the Products, with submission of the proof of purchase, unless this is impossible or unreasonably onerous.
3. Other complaints, including complaints that could not be detected at initial inspection, must be reported in writing to Horse in Mind within one (1) month at the latest in accordance with the provisions of paragraph 2 of this article.

Article 14. Confidentiality of data

1. Each party guarantees that all data received from the other party that is known or should be known to be of a confidential nature shall remain confidential. The Party receiving confidential information shall use it only for the purpose for which it was provided. Information shall in any case be considered confidential if it is designated as such by one of the parties. Horse in Mind cannot be held to this if the provision of data to a third party is necessary pursuant to a court order, a legal requirement or for proper execution of the agreement.
2. Horse in Mind shall ensure that all processing of personal data of Customer is in accordance with the General Data Protection Regulation. This includes, inter alia, that Horse in Mind only collects personal data on one of the permitted legal grounds and that Customer may at any time request Horse in Mind to delete its personal data.

Article 15. Intellectual Property

1. Horse in Mind reserves the rights and powers vested in it under the Copyright Act. This applies to all content posted on the Website, such as images, videos and blogs. To this end, it is expressly forbidden to copy and/or distribute the content on the Website (where it is copyrighted). Should this happen, Horse in Mind is entitled to claim damages from the Customer who is responsible for copying or distributing the copyrighted material. This compensation will depend on the degree of copyright infringement.
2. Customer will indemnify Horse in Mind against any action based on the allegation that such making available, using, editing, installing or incorporating infringes any right of third parties.

Article 16. Complaints procedure

1. If Customer has a complaint, Customer must send it in writing to info@horseinmind.nl.

Article 17. Identity of Horse in Mind

1. Horse in Mind is registered with the Chamber of Commerce under number 62399942 and carries VAT identification number NL002300437B14. Horse in Mind is located at Droogsehof 20 in Malden.
2. Horse in Mind can be reached by email at info@horseinmind.nl or through the Website www.horseinmind.nl.

Article 18. Applicable law and competent court

1. The legal relationship between Horse in Mind and its Customer is governed by Dutch law.
2. All disputes that may arise between Horse in Mind and Customer shall be settled by the competent court of the District Court of Gelderland, district of Gelderland or by the competent court of the district of residence of Customer.