



Riding Lessons Agreement Country Stables



Name(s): _____

Surname: _____

Calling name: _____

Street & Number: _____

Postal code & City: _____

Birth date: _____

Home phone: _____

Mobile phone: _____

E-Mail: _____

Emergency contact:

Name: _____

Phone: _____

The parties Country Stables, established at Nieuwe Weg 5a in WASSENAAR, hereinafter referred to as the Instructor, and the Customer, as described above; have entered into an agreement with each other which is governed by the following terms and conditions.

Article 1: Subject and scope of the agreement

This agreement concerns instruction of – by or by order or request of the Instructor – and participation in horse riding classes, in the broadest sense of the word. This agreement relates both to the case in which the Instructor makes a horse available to the Customer, and the case in which the Customer uses his/her own horse. This agreement also covers situations in which the Customer, in his own time, implements what has been taught to him by the Instructor, or in which the Instructor makes a horse available to the Customer outside the context of riding lessons, or if the Customer is on or near the premises of the Instructor’s riding school.

Initials Customer:

Initials Instructor:

Article 2: Duration

1. This agreement takes effect on the date of signature and is entered into for the remainder of the current calendar year.
2. After the agreed duration of the calendar year has expired, without prior notice (taking into account point 3 of this article), the agreement will be extended automatically and repeatedly until the end of the new calendar year (December 31st).
3. The agreement to take lessons can be canceled by both the Customer and the Instructor, by the end of the first or following calendar years, with due observance of a notice period of one month. Cancellation needs to be done in writing.
4. If you use a 10-lessons card with a validity period of 3 months, hereinafter referred to as lesson card, you will receive a discount on the lesson price. If you do not use the full lesson card within the validity period of the card, the outstanding lessons on the card will expire and the unused lessons will not be reimbursed.

Article 3: Obligations of the Instructor

1. Any person who teaches riding classes in the context of this agreement, has a qualifying diploma to do so, or is following a training course in order to obtain said diploma.
2. The Instructor promotes as much as possible the observance of the applicable safety regulations and rules of conduct at, and in the vicinity of, the riding school and during riding classes or other activities organized by said Instructor.

Article 4: Customer obligations, rules of conduct and general terms and conditions Instructor

1. The Customer is obliged to acquaint himself with and to comply with the safety regulation and rules of conduct set by the Instructor. The Customer is also responsible for ensuring that his or her family members and visitors comply with these regulations.
2. By signing this agreement, the Customer confirms that he agrees with the general terms and conditions of the Instructor, that he has taken note of the content. Upon entering into the agreement, the Instructor has a copy of the general terms and conditions and regulations available for inspection. These are also available on the website of the Instructor. The general conditions and regulations form part of this agreement. In the event of a conflict between the provisions of this agreement and the general terms and conditions, the provisions of this agreement will prevail.
3. The Instructor is permitted to change the aforementioned regulations during the term of this agreement. Changes will always be announced to the Customer in writing before taking effect.

Article 5: Tuition fees and payment

1. The financial compensation to which the Instructor is entitled due to the implementation of this agreement, will always be determined on the basis of the current price list of the Instructor (which can be adjusted during the term of this agreement) and/or any further financial agreements. The current price list of the Instructor is made available to the Customer at all times, and the Instructor will provide the Customer with a copy at his first request.
2. Payment of what the Customer owes the Instructor pursuant to the provisions of point 1 above, shall be made in advance to the Instructor and always before the start of the period for which this amount is due, by transfer to a bank account number provided by the Instructor, or by cash payment or by direct debit.
3. Lessons which have been canceled by the Customer at least 24 hours before the start of the lesson, can be recuperated in consultation with the Instructor and within the validity period of the lesson card. Lessons that have not been canceled 24 hours in advance, regardless of the reason, cannot be recuperated and will be considered as consumed.

4. If classes are canceled due to a Force Majeure (within the meaning of Article 6:75 of the Dutch Civil Code), the Customer will continue to owe the financial compensation to which the Instructor is entitled following the provisions of point 1 mentioned above.
5. In addition to what the Customer owes the Instructor according to the provision in point 1 above, the Instructor will charge the Customer a yearly fee of EUR 18 during the term of this agreement. The Instructor is entitled to adjust this amount during the term of this agreement. However, before doing so, the Instructor will inform the Customer.

Article 6: Liability and insurance

1. By signing this agreement, the Customer declares that he is well aware of the following. There are risks associated with riding and handling horses. Even if the Instructor does not commit any error, this risk can occur. A horse has a so-called "own energy", and as a result, accidents can happen during riding lessons or while handling a horse, without blame to the Instructor (or his staff). According to the Law, the owner of the horse (here: the Instructor) is under those circumstances in principle liable for damage. (The owner of the horse has a risk liability).
The Instructor has insured his liability up to an amount of EUR 2.500.000,00 per incident, with a maximum of EUR 5.000.000,00 per year, and further under usual conditions. However, the liability insurer of the Instructor applies an excess of EUR 1.500,00 (per event). This deductible is not insurable for the Instructor, at least not on reasonable terms.
With this background, in the event of an incident the Instructor limits his liability to the amount actually paid out under his liability insurance. This means that if the Customer suffers damage, he cannot recover any damage up to an amount of EUR 1.500,00 from the owner of the horse.
By signing this agreement, the Customer declares not only that he is well aware of the above, but also that he accepts the risk and this liability arrangement.
2. If, for any reason which is not covered by the excess mentioned in point 1 above, no reimbursement is paid out by the liability insurance, the liability of the Instructor is limited to EUR 10.000,00.
3. Upon written request, the Instructor will provide the Customer with a copy of the policy conditions of the liability insurance.
4. The Instructor is not liable for any form of consequential damage, including but not limited to, loss of profit and loss due to business interruption.
5. The Instructor will not invoke any limitation of liability insofar as it concerns intent or deliberate recklessness.
6. Not only the Instructor, but also any person he employs and furthermore any third party whom he engages in the context of this agreement, may invoke the liability-limiting provisions of this agreement.

Article 7: Processing of personal data

All personal data provided by the Customer to the Instructor is processed by the Instructor as a controller within the meaning of the General Data Protection Regulation. Based on this processing, the Instructor and the Manege & Ruit-er Bond – the branch organization to which the Instructor is affiliated – can implement this agreement, provide optimal service and updated information to the Customer and provide the Customer with personalized offers. The personal data can also be passed on to a bailiff (or lawyer) in the event of a default. The Customer can request access to and correction of the processed personal data, as well as file objections (against the way in which the Instructor processes the personal data). If the objection relates to direct mailing, it will be honored at all times. More information on the processing of personal data can be found on the website of the Instructor.

Article 8: Minority of age, consent of parents/guardian

By co-signing this agreement, the legal representative of an under age Customer agrees with all the provision in this agreement.

Article 9: Expiry of claim rights

Claim rights of the Customer regarding this agreement expire at all times one year after the moment in which the Customer became aware or could reasonably have been aware of the existence of such a right.

Article 10: Applicable law, competent court

All existing and future legal relationships between the Customer and the Instructor are subject to Dutch Law. Disputes arising from these legal relationships that cannot be resolved amicably must be submitted to the Noord-Holland court (location Amsterdam), which has exclusive jurisdiction to decide such disputes.

Wassenaar, _____ (date)

Signature Customer:

Signature Instructor:

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Name legal representative under age Customer:

Address legal representative under age Customer:

Phone number legal representative under age Customer:

Signature legal representative under age Customer:

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