



General Terms and Conditions Coach for Animals

Westrak 92
3844LG Harderwijk
The Netherlands

+31 640191509
info@coachforanimals.com
www.coachforanimals.com

KvK 58921869
VAT NL002139963B47
Bank NL22 KNAP 0259 9055 77

1. Definitions

1. Client: the (legal) person or company with whom the agreement regarding the supply of services of Coach for Animals is concluded.
2. (Products and) services: the (products and) services of Coach for Animals, including but not limited to behavioural diagnosis and behavioural advice with regard to animals, preparation and coaching for veterinary treatments, preparation for transport of zoo animals, advice with regard to new constructions or refurbishing of an existing animal accommodation, coaching of animal carers and advice with regard to animal wellbeing, and all other thereto related products and services, all in the broadest sense of the word.
3. Agreement: each and every mutual acceptance of the supply of one or more products or services of Coach for Animals.
4. Coach for Animals: Mr R. van Schie, acting under the name "Coach for Animals", having his registered office in (3844 LG) Harderwijk at the Westrak 92 and registered in the trade register of the Chamber of Commerce and Industry under number 58921869.

2. Applicability

1. To the extent that the parties do not deviate from the same in writing by mutual agreement, these general terms and conditions are applicable to each and every offer, contract, or agreement of, to, or with Coach for Animals.
2. General terms and conditions of the client and/or third parties do not have binding effect on and are not applicable to Coach for Animals and are expressly rejected.



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3. Offer and acceptance

1. Any and all offers and quotations by or on behalf of Coach for Animals are subject to contract except if Coach for Animals indicates otherwise in writing or by email.
2. A proposal or offer made by Coach for Animals has a validity of 14 days, unless indicated otherwise.
3. The content of catalogues, folders, printed matter, pricelists, or internet sites is composed by Coach for Animals with due care but only contains general information that shall not have binding effect on Coach for Animals and on which one cannot rely unconditionally.

4. Commencement of the agreement

An agreement is concluded on the day that the following conditions are met:

1. The offer or contract form has, completed and signed by the client, been received and accepted by Coach for Animals or if and as soon as Coach for Animals confirmed the contract in writing or by email or started the implementation of the agreement.
2. The parties are free to evidence the conclusion of the agreement through different means.
3. Additions to and changes of the agreement can exclusively take place in writing.



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5. Term and termination

1. Coach for Animals can terminate the agreement with immediate effect if the client does not comply with or acts in breach of one or more of its obligations vis-à-vis Coach for Animals or improperly or incompletely.
2. Coach for Animals is entitled to terminate the agreement with immediate effect, without any notice of default or judicial intervention being required, if the client is declared insolvent, applied for or obtained suspension of payments, or otherwise lost the right to freely dispose of its assets. The client shall, as the occasion arises, not be entitled to any compensation.

6. Delivery and delivery time

1. A delivery time indicated and/or stipulated by Coach for Animals is not a fatal deadline, unless expressly stipulated otherwise. In case of late delivery the client must therefore give Coach for Animals notice of default, in consideration of a reasonable period of time.
2. Coach for Animals can at all times change the appointments and schedule a different appointment in consultation.
3. Coach for Animals is at all times entitled not to implement a contract or agreement or no longer or not (no longer) on the basis of the same conditions if it becomes apparent that the data supplied by the client that bear relevance to the implementation of the contract or the agreement are not correct and/or complete. As the occasion arises Coach for Animals reserves the right to claim the stipulated fee or compensation for the efforts made and the costs incurred up to that moment and shall not be liable to pay any compensation to the client.
3. If Coach for Animals showed a model or example then this is suspected to only have been shown or provided by way of reference; the characteristics of the products and services to be supplied may differ from the model or example, unless it was expressly indicated and/or stipulated in writing that the supply would take place in conformity with the shown or provided model or example.
4. If the client is provided insight into the products and services to be supplied in advance then the client is held to check whether the products and services comply with that which was agreed on subject to forfeiture of its rights.



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7. Content of the contract

1. The content and the objective of the contract are further specified in the order confirmation, but are not limited to the same. Unless the parties stipulate otherwise, Coach for Animals is entitled to carry out all the activities that are required to realise the contract or to realise a comparable result.
2. Coach for Animals is free to carry out the activities at his sole discretion taking the instructions and contract of the client into account.
3. Coach for Animals is entitled to rely on third parties at the expense of the client if this is required or desired for the implementation of the contract.

8. Force majeure

1. Force majeure is understood, with regard to the agreement, as everything understood as such by law and in case law.
2. Coach for Animals shall not be held to comply with his obligations on account of the agreement if compliance has become impossible due to force majeure. The agreement shall then be dissolved with the understanding that Coach for Animals may charge a reasonable fee for the performed activities.



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9. Prices

1. All prices specified in the offer / quotation, order confirmation, present terms and conditions of supply or other agreements are excluding VAT, unless indicated otherwise.

2. Coach for Animals is entitled to change the prices, inter alia when price increases occur in the cost price, e.g. the wages, prices of raw materials, etc. These changes are communicated to the client before they take effect. If the price increase amounts to more than 15% then the client shall be entitled to dissolve the agreement effective as from the date of entry into force of the increase.

3. Expenses incurred by Coach for Animals within the framework of the implementation of the contract shall monthly be charged to the client in arrears, unless stipulated otherwise.

4. Coach for Animals is entitled to charge a travelling allowance equal to € 0.28 (excluding VAT) per kilometre.

5. Coach for Animals is entitled to charge the cost of necessary overnight stays in the vicinity of

the location of the client to the client.

10. Payment terms and conditions

1. The fee payable in connection with the agreement is excluding VAT and other duties that may derive from statutory regulations.

2. Coach for Animals sends an invoice to the client for the fee and costs that derive from the agreement. The payment term amounts to 14 days after the date of the invoice.



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3. Coach for Animals is entitled to request an advance on the payable fee and to only commence the activities when the advance has been received. In addition Coach for Animals shall at all times be authorised to request that the client provides security for all that which the client is liable to pay to Coach for Animals.

4. If the client does not pay in a timely fashion then due to the expiry of the payment term the client shall be in default, without any further notice of default being required.

5. If the client is of the opinion that the invoiced amounts are incorrect then the client must

communicate the objections to Coach for Animals within two weeks after the date of the invoice. After receipt of the objections Coach for Animals shall start an investigation regarding the correctness of the invoiced amount. If the client does not object within the aforementioned time limit then the client is deemed to agree with the invoice and the possible incorrectness of the invoice can no longer be relied on.

6. If the client fails to comply with its payment obligations then the client is liable to pay a) default interest equal to the statutory commercial interest as intended in article 119a of Book 6 of the Dutch Civil Code, which shall be payable as from the moment that the client is in default up to the moment of satisfaction in full, and b) extrajudicial collection costs equal to 5% of the claim, with a minimum of € 500.00.

7. If the client cancels the contract less than a calendar week prior to the start of the contract then the client shall be invoiced the stipulated fee, unless stipulated otherwise with the express written consent of Coach for Animals.



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11. Intellectual property rights

1. Any and all intellectual property rights on products and services supplied by Coach for Animals are vested in Coach for Animals, unless expressly stipulated otherwise in writing. This agreement does not imply a transfer of intellectual property rights.
2. The client must respect the intellectual property rights of Coach for Animals and shall refrain from infringing the rights of Coach for Animals in respect of models, drawings, designs, examples, materials, as also in respect of the products and services of Coach for Animals, unless expressly stipulated otherwise. The client indemnifies Coach for Animals against any and all claims of third parties as a result of a breach of intellectual property rights by the client.
3. The client guarantees vis-à-vis Coach for Animals that it is the party entitled to the models, drawings, examples, and/or materials made available by the same to Coach for Animals and that it is entitled to make the same available to Coach for Animals for the stipulated objective. The client indemnifies Coach for Animals against each and every claim of third parties as a result of a possible infringement of the rights of third parties.
4. The client is held to keep all data regarding Coach for Animals, including any and all models, drawings, designs, examples, materials, as well as the products and services, of which the client takes note within the framework of the negotiations and/or the conclusion and implementation of agreements, secret. The client guarantees that its employees shall not breach this confidentiality obligation. Where necessary the client shall sign a separate confidentiality agreement.
5. Coach for Animals shall only use visual material that was obtained or collected at the client after written consent of the client.



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12. Reservation of title

1. The products and services supplied by Coach for Animals are and remain the property of Coach for Animals until the client has complied with all its obligations vis-à-vis Coach for Animals, on any account whatsoever.

13. Liability

1. A. Coach for Animals shall not be liable for any damages, by any name and due to any cause whatsoever, other than direct damages resulting from personal intent or intentional recklessness.
2. Coach for Animals can in no instance whatsoever be addressed for damages caused by his auxiliary persons or for trading losses or consequential damages.
3. The client indemnifies Coach for Animals against any and all claims for (for instance) compensation that derive from (legal) acts of staff or auxiliary persons of the client.
4. The client indemnifies Coach for Animals against any and all claims for (for instance) compensation of staff and auxiliary persons of the client.
5. The client indemnifies Coach for Animals against any and all claims (for instance for compensation) that third parties may file that are, in any way whatsoever, the result of the use of products and services supplied to the client by Coach for Animals.
6. Coach for Animals shall not be responsible or liable for the content of models, drawings, designs, examples, and/or materials supplied by the client.
8. Prior to the start of the contract the client is held to provide Coach for Animals with a copy of
the insurance policy regarding the part that contains key stipulations (covered events and scope of the cover) with regard to damages to animals and/or staff and/or auxiliary persons of the client. In case of, at the discretion of Coach for Animals, insufficient cover Coach for Animals shall be entitled to reject the contract.



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The insurance must in any case offer cover for damages due to the following events:

- - An animal (and/or animals) that stays (stay) with the client causes damages to staff or an auxiliary person (persons) of the client during or in connection with training / counselling by Coach for Animals;
 - - An animal (and/or animals) of the client causes (cause) damages to the client or an employee or auxiliary person of Coach for Animals;
 - - An animal (and/or animals) that stays (stay) with the client that leaves (leave) the accommodation and causes (cause) property damages to or outside of said accommodation or bodily harm;
 - An animal (and/or animals) that stays (stay) with the client causes (cause) mutual injuries to / with other animals that stay with the client;
 - Sickness of animal (animals) that stays (stay) with the client, after advice or training by Coach for Animals;
 - Necessity to shoot an animal (and/or animals) that stays (stay) with the client in the interest of safety or health.
9. Changes in the details of the client must immediately be communicated to Coach for Animals in writing by the client. If the client fails to proceed accordingly then the client shall be liable for possible damages consequently incurred by Coach for Animals.
14. Transfer of rights and obligations

Barring with written consent of Coach for Animals, the client shall not be authorised to transfer its rights and obligations on account of an agreement to third parties.



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15. Decommissioning

1. Coach for Animals is entitled to (temporarily) decommission and/or limit or suspend the use of the supplied products and services if in relation to an agreement the client does not comply with an obligation vis-à-vis Coach for Animals or acts in breach of these general terms and conditions. Coach for Animals shall inform the client accordingly in advance, unless this can within reason not be expected of Coach for Animals. The obligation of the client to pay the payable fee also remains in full force and effect during the decommissioning.
2. Coach for Animals shall remedy the supply or the use if the client yet complies with its obligations within a time limit imposed by Coach for Animals, including compensation for the costs that Coach for Animals had to incur due to the violation of the obligation by the client.

16. Complaints and settlement

1. Subject to forfeiture of each and every claim vis-à-vis Coach for Animals the client must, in connection with apparent defects, file a written complaint within at the latest 8 days after the supply and, in connection with latent defects, file a written complaint within at the latest 8 days after the defect could or should have been detected, however at the latest within 12 months after the date of supply.
2. If a complaint is justified then the supplied products or services are, after consultation, adjusted, replaced, or refunded.
3. A complaint shall not suspend the obligations of the client.
4. The client is not authorised to settle claims against Coach for Animals with obligations vis-à-vis Coach for Animals.
5. Coach for Animals is at all times authorised to settle possible claims of the client with claims against the client.



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17. Change of the terms and conditions

1. Coach for Animals reserves the right to unilaterally change or supplement these terms and conditions.
2. Changes are also applicable to already concluded agreements. The changed terms and conditions take effect 30 days after communication of the change.
3. If the client does not wish to accept a change in the terms and conditions then the client can dissolve the agreement by means of a written notice up to the date when the new terms and conditions take effect effective as from that date or effective as from the date of receipt of the dissolution notice, if the latter falls after the commencement date of the change.

18. Dispute settlement rules and applicable law

1. If one or more articles of these terms and conditions are declared invalid by judicial order then the remaining provisions of these general terms and conditions shall remain in full force and effect and Coach for Animals and the client shall enter into discussions in order to agree on new provisions in replacement of the invalid, or cancelled, provisions, in the course of which the objective and the scope of the invalid, or cancelled, provisions are observed as much as possible.
2. Dutch law is exclusively applicable to the agreement.
3. The District Court in Utrecht is exclusively competent to take cognisance of disputes that originate from the present agreement.