

## GENERAL TERMS AND CONDITIONS FOR VISITORS PAARD&KOETS 2019

Academy Bartels B.V. is the initiator of Paard&Koets. Paard&Koets takes place at Equestrian Centre De Peelbergen in Kronenberg, The Netherlands.

### 1.0 General

- 1.1 These General Terms and Conditions apply to all agreements between Paard&Koets and the Visitor of Paard&Koets. These General Terms and Conditions also apply to all actions performed in implementing such an agreement. By Visitor (hereinafter called 'the Visitor') is understood any person and/or legal person who has in any way, directly or indirectly, made an agreement with Paard&Koets to attend the event.
- 1.2 Paard&Koets will make every effort to make the visit to the event in accordance with the visitor's requirements. Paard &Koets will take optimal due care to the Visitor. Paard&Koets will also take every action to ensure that the event will take place without disturbance. Paard&Koets will do its utmost to restrict possible inconvenience or discomfort to the Visitor to a minimum, as well as to guarantee the visitor's safety as much as possible. Paard&Koets welcomes your suggestions to improve services. The Visitor can contact the management of Paard&Koets at any time. Paard&Koets apologizes in advance for any nuisance or inconvenience that occurs and cannot reasonably be avoided.

### 2.0 Tickets/Offers/Prices

- 2.1 All offers, (program) announcements or otherwise provided information and quotations by Paard&Koets, or by any third parties, are non-binding. Paard&Koets accepts no liability for any error in announcements, offers, or other information and quotations to the Visitor.
- 2.2 In the case of force majeure in the broadest sense of the word, including illness and/or cancellation of the clinics, speakers, parts of the program, strikes, failing equipment, fire, poor weather conditions, etc. Paard&Koets has the right to reschedule the event on another date or at another location or to cancel the event, without being bound to damages.

### 3.0 Stay at the Paard&Koets site

- 3.1 Paard&Koets is entitled to change the opening hours.
- 3.2 Children under 9 years may only visit the event under continuous supervision and must be accompanied by an adult (at least 18 years old).
- 3.3 While present at the site the Visitor should not act in a manner contrary to the public order, morality or the rules of propriety resulting from the nature of the event. The Visitor is also obliged to strictly comply with all directions and instructions given by officials of Paard&Koets who are recognizable as such. If, in the reasonable opinion of an official of Paard&Koets who is in a position of authority, the Visitor acts in a manner contrary to these standards, directions or instructions, the Visitor may be denied further access to the site and buildings, without thereby becoming entitled to enforce any right to a refund of his/her admission ticket.
- 3.4 The Visitor is not permitted, among other things, to:
  - a. Offer goods of any kind for sale or distribute them free of charge without the expressed consent of the management;
  - b. Bring or carry objects or substances to or on the site that are dangerous or hazardous or may cause nuisance to Visitors/animals, in the opinion of an official of Paard&Koets;
  - c. Bring and/or use drugs on the site.
- 3.5 The management of Paard&Koets may demand that bags and cases carried by a Visitor be searched in special cases, where this is reasonably considered necessary in the interest of general security. Where reasonably considered necessary, a Visitor may also be asked to submit to a security search of his/her person by specially trained staff. If a Visitor refuses to cooperate the Visitor may be denied further access to the site and buildings.

- 3.6 The Visitor is not permitted, without a prior written consent of the management of Paard&Koets, to bring professional cameras or video, sound or other recording equipment or to use the mentioned equipment without a prior written consent of the management of Paard&Koets.
- 3.7 Paard&Koets reserves the right to make or commission video and/or sound recordings of the event at which the Visitor is present. A Visitor may not object for reasons of copyright or on other ground to the use of his/her portrait/likeness when such recordings are published.
- 3.8 At the site of Paard&Koets regulations have been implemented on smoking in the indicated areas regarding the ban on smoking. The Visitor has to comply with the regulations regarding smoking. The manager of the buildings may deny the Visitor further access to the site if the Visitor does not cooperate without thereby becoming entitled to a refund of the admission ticket.
- 3.9 It is not allowed to bring your dog to Paard&Koets.
- 3.10 With major crowds the number of Visitors may be limited.
- 3.11 Cars are obliged to park at the parking place in the indicated sections, mopeds and bicycles must be placed in the bicycle parking. Parking against payment.
- 3.12 It is not permitted to leave the indicated paths.
- 3.13 It is not permitted to climb over walls, fences or ropes.
- 3.14 Waste must be placed in the provided bins.
- 3.15 It is obliged to consume in the restaurants and bars. Drinks and food may not be taken into or used in the restaurants and bars.
- 3.16 Visitors can bring found items to the officials of Paard&Koets.
- 3.17 It is not permitted to proclaime (religious) convictions in public, demonstrate at the site of Paard&Koets without a written consent of the management.

#### **4.0 Liability of Paard&Koets**

- 4.1 The Visitor is present at the site of Paard&Koets at their own expense and risk.
- 4.2 Paard&Koets has the right to deny access to Visitors who, in her opinion, could disturbe or are disturbing the order and/or security at the event without being eligible for compensation.
- 4.3 Paard&Koets is only liable for damage to property and/or consequential loss or damage suffered by a Visitor or injury caused to a Visitor only if this is directly and exclusively attributable to intent or deliberate recklessness on the part of Paard&Koets and/or its officials, provided always that only damage is eligible for compensation, for which Paard&Koets is insured, or for which it should, by the standards of reasonableness and fairness, for a maximum amount. The liability of Paard&Koets is excluded for:
  - a. Loss or damage as a consequence of the actions of third parties, including persons used by Paard&Koets and hirers of the site and persons used by other third parties;
  - b. Loss or damage as a consequence of a failure to comply with instructions given by officials of Paard&Koets or a failure to observe the rules of order that are generally applicable;
  - c. Loss or damage, including consequential damage, as a consequence of unforeseeable changes to the opening and closing times to which the agreement between Paard&Koets and Visitor relates;
  - d. Loss or damage caused in any way by other Visitors.
- 4.5 Paard&Koets will never be liable for loss or damage suffered by a Visitor as a consequence of force majeure affecting Paard&Koets. For this purpose force majeure is deemed to include every independent circumstance beyond the control of Paard&Koets – even if this could already have been foreseen as a possibility when the

agreement was concluded – which temporarily or permanently prevents performance of the agreement and, insofar as not already included thereunder, war, acts of war, civil war, civil disturbance, riots action by the police and/or fire service, strikes, transport difficulties, fire and other serious disruptions to the business of Paard&Koets, the site and buildings, weather conditions and disruptions of public transport for any reason whatever.

## **5.0 Claims/Complaints**

- 5.1 Complaints about the implementation of the agreement between Paard&Koets and the Visitor should reach the management of Paard&Koets by registered letter within 8 days after implementation of the agreement. Complaints submitted after this period will no longer be considered by Paard&Koets.
- 5.2 As the subject of the following complaints and circumstances is beyond the control of Paard&Koets, such complaints and circumstances cannot, in principle, result in claims or, consequently, any obligation on the part of Paard&Koets to pay compensation:
- a. Complaints and circumstances relating to changes in the program including, but not limited to, changes in the cast or in the composition of the program, cancellations or changes in the dates of the event;
  - b. Complaints and circumstances relating to the quality of the implementation of the event to which the agreement between Paard&Koets and the Visitor relates;
  - c. Complaints and circumstances relating to nuisance or inconvenience caused by other Visitors, including, but not limited to, noise nuisance, inappropriate behaviour, theft and willful damage, in the event of repeated nuisance or inconvenience caused by certain identifiable Visitors, Paard&Koets will do everything possible to deny them access in the future;
  - d. Complaints and circumstances relating to nuisance or inconvenience caused by maintenance worked on the site or buildings or the consequences of such maintenance work which may reasonable be carried out at that time;
  - e. Complaints and circumstances relating to nuisance or inconvenience caused by the malfunctioning of facilities on the site of Paard&Koets, unless this is imputable to Paard&Koets on account of unsound maintenance;
  - f. Complaints and circumstances relating to nuisance or inconvenience, including a restricted view for the Visitor, caused by sound and other recordings by the media and the technical equipment installed on the site for this purpose;
  - g. Complaints and circumstances relating to nuisance or inconvenience caused by strikes by public transport.

## **6.0 Personal Data**

- 6.1 Paard&Koets will record your personal data when you want to receive information on one of the activities. Personal data include contact details, email address, purchase data, purchased products and/or interests. Paard&Koets uses these data for the implementation and handling of the relevant agreement, for her other services and internal management and to inform clients and carefully selected third parties on (new) products and services. If you do not want to receive any more information you can unsubscribe through our newsletter or by sending an email to [info@paardenkoets.nl](mailto:info@paardenkoets.nl).
- 6.2 On these General Terms and Conditions for Visitors it Privacy Statement of Academy Bartels B.V. is in force, which is available for inspection on the website.