

## General terms and conditions training Personal Paws

Article 1 - Definitions In these general terms and conditions, the following terms are used in the following sense, unless explicitly stated otherwise or the context indicates otherwise:

1. Personal Paws: the user of these general terms and conditions: Personal Paws established at Dierenriem 55, 1033 AE Amsterdam (Postal address) registered with the Chamber of Commerce under Chamber of Commerce number 60260424;
2. Course participant: the owner of the dog who has entered into an agreement with Personal Paws;
3. Agreement: the agreement between Personal Paws and the student, whereby Personal Paws trains the dog and/or gives advice and/or performs other activities with regard to the dog;
4. Dog: the student's dog(s) to which the agreement relates.

## Article 2 - General

1. These general terms and conditions apply to all agreements concluded and to be concluded between Personal Paws and the student. Deviating stipulations only apply if parties have agreed these in writing and then only for the special agreement for which the deviating stipulation has been agreed.
2. If one or more of the stipulations in these general terms and conditions are null and void or should be annulled, the remaining stipulations of these general terms and conditions remain fully applicable. The void or annulled stipulations shall be replaced by Personal Paws, whereby the purpose and purport of the original stipulation(s) shall be observed as much as possible.
3. Personal Paws has the right to amend these general terms and conditions. The student will be informed of the amended general terms and conditions by e-mail and of the date on which the amended general terms and conditions take effect. If the changed general terms and conditions have adverse consequences for the student, the student can terminate the agreement by the date on which the changed general terms and conditions enter into force.
4. If Personal Paws does not always require strict observance of these general terms and conditions, this does not mean that the provisions thereof do not apply, or that Personal Paws would lose the right to demand strict observance of the provisions of these general terms and conditions in other cases.

## Article 3. Offer and prices

1. The offer of Personal Paws is without obligation.
2. An offer does not automatically apply to future agreements.
3. Obvious errors or mistakes in publications, agreements, e-mail messages or on the website do not bind Personal Paws.
4. Personal Paws has the right to adjust its prices from time to time.
5. Mentioned prices are inclusive of VAT.

Article 4 - Realisation of the agreement 1. The agreement to participate in a course is made after the student and Personal Paws have signed the registration form or Personal Paws has received the payment for the course from the student. The agreement for a private lesson is made after the student has explicitly agreed to the offer of Personal Paws.

2. If the agreement concerns a private lesson, Personal Paws will send the student a confirmation after the agreement has been made.

3. Underage students are not allowed. The dog school reserves the right to deviate from this in consultation with the minor and his caretakers. In such exceptional cases, the registration form must be signed by the parents or legal representatives. The parent or legal representative must also accompany the minor during all parts of the course.

#### Article 5 - Implementation of the Agreement

1. Personal Paws will execute the agreement to the best of its knowledge and ability.

2. Personal Paws cannot guarantee that the lesson will lead to the result desired by the student. Success also depends on the efforts of the student and the dog.

#### Article 6 - Cancellation, illness and force majeure courses.

1. Cancellation is possible up to 10 days before the start of the course. Paid course fees will be refunded after deduction of 10 euros administration costs and any costs of course material provided. For cancellations less than 10 days before the start of the course no course fees will be refunded. Cancellations must be made in writing or by e-mail.

2. If due to illness (of the student or the dog) the participation in the course is terminated prematurely by the student, the student can choose to continue the course, in consultation and agreement with Personal Paws, at another time.

3. Catching up lessons are possible in case of illness at no extra cost. The date and times of these overtaking lessons will be arranged in consultation with Personal Paws and according to the possibilities of Personal Paws. However, if a lesson is cancelled less than 24 hours before the lesson is due to start, the right to catch up will not be possible.

4. If, due to illness of the natural person carrying out the agreement on behalf of Personal Paws or due to another force majeure situation on the part of Personal Paws, lessons can always be overtaken, in consultation and according to the possibilities of Personal Paws. The student will be informed as soon as possible of the cancellation of a lesson.

5. The overtaking of missed lessons for other reasons than illness can be done in consultation if there is a 48 hours notice. The lessons will be overtaken within 3 months in consultation and agreement with Personal Paws.

#### Article 7 - Obligations of the student and the course

1. At the first lesson the student has to submit the vaccination booklet/animal passport concerning the dog's vaccinations.

2. Personal Paws has the right to deny the student access to the course, without the student being able to claim a refund of (part of) the paid course fee: 1. the course has not been paid or has not been paid in full; 2. the course participant disrupts the course; 3. the student makes use of corrective means (e.g. slip-chain, pinch tape, anti-tugging, power tape) or physical violence in the handling, upbringing and training of the dog; 4. the student is under the influence of alcohol or drugs. 5. If, due to illness or force majeure, the course must be terminated by Personal Paws, the course fee paid for lessons not taken - after deduction of the costs of course material supplied - will be refunded to the student.

## Article 8 - Holidays

Personal Paws is closed on public holidays.

## Article 9 - Cancellation, illness and force majeure courses private lessons and consultations

1. Personal Paws is entitled to charge a compensation for the travel costs made to the student. If travel expenses are charged to the student, the student will be informed before or at the conclusion of the agreement. 2. Appointments must be cancelled at least 48 hours in advance. 3. When cancelling an appointment less than 48 but more than 24 hours in advance, 50% of the cost of the private lesson / consultation will be charged. When cancelling an appointment 24 hours or less in advance, the full amount of the private lessons/consultation will be charged. 4. A private lesson/consult must be paid in full if an assignment has been given. The student is obliged to pay in cash or by bank in advance or at the end of each private lesson/consult. 5. Package of multiple lessons/sessions are valid for 6 months.

## Article 10 - Rules of Procedure

1. If a student is unable to attend, Personal Paws should be notified as early as possible, but no later than 24 hours before the start of the lesson. 2. Dogs must be walked before the start of the training. 3. During the training the dog must be kept on a leash. 4. Course participants must be properly dressed. The clothing must be suitable for the training of dogs. 5. All dogs must receive the correct vaccinations at the right time, in consultation with the veterinarian. The student should take care of this. 6. If the dog is in heat or physically not in good shape, the student should consult Personal Paws. If there is no agreement between Personal Paws and the student, a veterinary surgeon must be consulted at the expense of the student. 7. The dogs to be trained must be co-insured in the student's third-party insurance. 8. In consultation with Personal Paws the student is allowed to bring other persons to the training, but only at his own risk. These spectators have to adapt to the above mentioned rules of behaviour and instructions of Personal Paws. 9. During the lesson or consultation, the student should not be disturbed by incoming telephone calls, (text) messages, or e-mail messages, unless the student has received permission to do so from Personal Paws. Article 11 – Opinions 1. The student can ask Personal Paws for advice regarding the behaviour of a dog. 2. The obtained advice is based on extensive and expert experiences of Personal Paws. 3. This advice does not lead to liability on the part of Personal Paws. The student remains liable for the consequences of the behaviour of his/her dog, in accordance with the provisions of the Civil Code. Article 12- Privacy legislation Personal Paws processes personal data in accordance with its privacy policy, which can be found on its website, see [www.personalpaws.nl](http://www.personalpaws.nl). Article 13 - Social media 1. By signing the general terms and conditions, the student agrees that Personal Paws will make photographs and/or videos of the dog during the execution of the agreement and that these photographs and/or videos will be placed on the Personal Paws website or made public via Social Media. The student can at all times indicate that they would prefer not to have this. When pictures and / or videos of the dog are made public, the name of the student will never be mentioned.

Article 14 – Payment 1. In case of late payment by the student, Personal Paws is entitled to suspend the assignment and all judicial and extrajudicial collection costs plus statutory interest from the default date to the student to charge. The extrajudicial collection costs are determined in accordance with the Collection Costs Act. 2. Payments made by the student always serve to pay, in the first place all interest and costs, and second of the longest outstanding due invoices, even if the student states that the payment relates to a later invoice.

Article 15 - Liability and prescription 1. Personal Paws cannot be held to compensate any damage, which is a direct or indirect consequence of an event, which is in fact beyond its control and thus cannot be attributed to its actions and/or omissions, as described in article 16.2. 2. Personal Paws is not liable for damage, of whatever nature, because Personal Paws has assumed incorrect and/or incomplete data provided by the student. 3. The student is personally liable for all damage caused to himself or to third parties during the lesson or consultation. Personal Paws can never be held liable for any injuries, wounds, bone fractures or other physical injury to the student or the dog, which occurred during the lesson or consultation, unless there is a legal liability on the part of Personal Paws which cannot be excluded. Participating in the class is entirely at your own risk. 4. The student must at all times behave in accordance with the instructions and rules of conduct given by Personal Paws. If the student refuses to follow these instructions or rules, the student is responsible for any resulting damage. 5. Personal Paws can never be held responsible for damage, loss, theft or loss of property of the student at the location where the lesson or consultation is given. 6. Personal Paws cannot be held responsible if the activities of Personal Paws do not lead to the result desired by the student. 7. Personal Paws is not liable for indirect damage or consequential damage. 8. If Personal Paws should be liable for any damage, the liability of Personal Paws is limited to the amount of the payment made by Personal Paws' insurer. If, in any case, the insurer does not pay out or the damage is not covered by the insurance, the liability of Personal Paws shall be limited, insofar as this is not contrary to any mandatory legal provision, to the invoice amount for the work to which the liability relates. 9. The limitations of liability for direct damage included in these general terms and conditions do not apply if the damage is due to intent or conscious recklessness on the part of Personal Paws. 10. All legal claims must be instituted within 1 year if the student is not satisfied with the work or actions of Personal Paws. If the student does not act in a timely manner, the legal action will be time-barred. Article 16 - Force majeure 1. Personal Paws is not obliged to comply with any obligation if it is prevented from doing so as a result of force majeure. 2. Force majeure is in any case understood to mean: weather conditions; floods; theft; natural disasters; terrorism; obstructions by third parties, including those of governments; illness of the natural person carrying out the agreement on behalf of Personal Paws; traffic obstructions; riots, wars or dangers of war; fire; internet malfunction; power failure; computer break-in; disruption of e-mail traffic; government measures.

#### Article 17 – Complaints

1. Complaints about the service of Personal Paws should be made known to Personal Paws by the student as soon as possible after the end of the service to which the complaint relates. 2. Complaints do not suspend the student's payment obligation. 3. The liability of Personal Paws is at all times limited to what is included in Article 15.

#### Article 18 - Intellectual property rights

1. The intellectual property rights on all items delivered and/or made available by Personal Paws, including, but not limited to, (lesson) material, exercises, etc., belong to Personal Paws or its licensor and are exclusively intended to be used by the student. The student must respect the intellectual property rights of Personal Paws and its licensor at all times. 2. It is not permitted to make recordings in images and/or sound of the lesson or consultation without prior permission from Personal Paws.

Article 19 - Applicable law and competent court 1. All agreements and legal acts between the student and Personal Paws are governed by Dutch law. 2. All disputes regarding agreements between the student and Personal Paws will be adjudicated by the competent court in the Netherlands within whose jurisdiction the domicile of Personal Paws is located. The student has the option within 1 month after Personal Paws has made a written appeal to this article to choose for settlement of a

dispute before the competent court according to the law. The student declares to have read, understood and agreed to the general terms and conditions.

Personal Paws

Student Personal Paws

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