

TERMS AND CONDITIONS

Article 1 General

1. Enrollment by the student is possible by sending the enrollment form by email. You must place your signature and date of signing on the form.
2. The agreement resulting from the registration takes effect when the signed registration form has been received.
3. After registration, you will receive a confirmation and invoice by separate email.
4. Registration takes place in order of entry.
5. By registering, the student indicates that he has read and accepts our general terms and conditions.
6. Your name and address details will only be used by us to keep you informed of our activities and the progress of the training. For each course group, a list of participants will be drawn up with name and address details, which will be provided to the participants in question, unless you indicate your objection to this.
7. The MSFC BV training institute is registered in the Netherlands.

Article 2 Financial conditions

1. Payment is due in advance. After receipt of your (first) payment, your books will be send to you.
2. The MSFC is entitled to exclude students from participation in the event of non-payment or late payment of tuition fees.
3. When paying in installments, fees will be increased by a maximum of 5% with a minimum of € 50.00.
4. All costs incurred to collect the overdue amounts will be borne by the negligent student.
5. Cancellation is no longer possible after transfer to the collection agency

Article 3 Cancellation by student

1. Enrollment is valid for the duration of the individual module or program for which the student has registered.
2. The student has a cooling-off period of 14 working days starting on the enrollment date for the degree program. Within this cooling-off period, the student can cancel the registration free of charge. As soon as the student has (partially) paid the invoice and thus received the course material, the training has started and cancellation of the theoretical part is no longer possible and no refund of the first installment will be made, if applicable.
3. If the student no longer wishes to participate in the practical lessons due to circumstances, this part can be canceled up to 4 weeks before the start. This must be done in writing no later than 4 weeks before the start of the practical lessons.
4. In the case of a lump sum payment, the student will receive half of the tuition fee refunded within 4 weeks; if payment is made in two installments, the student is exempt from paying the second installment.
5. In case of cancellation after those 4 weeks, the full tuition fee remains due; if payment is made in two installments, the student still owes the second installment.
6. In the event of death during the course, that part of the tuition fees for which the student has not yet received any services will be refunded.

Article 4 Liability

1. The MSFC program is not liable for theft. The program is not liable for accidents or calamities during study activities, unless gross negligence can be made plausible. In the event of accidents and calamities, the teacher or training coordinator must be called in.
2. In the unlikely event that the MSFC should be legally liable for any damage, the liability is limited to a maximum of the amount of the tuition fees.

3. The liability of the MSFC is in any case always limited to the amount of the payment from its insurer, if applicable.

4. In the event of liability, the MSFC is only liable for direct damage.

5. Direct damage is exclusively understood to mean the tuition fees paid by the student. The MSFC is never liable for indirect damage, including consequential damage, lost profit, lost savings and damage due to business interruption.

6. Dutch law applies to all agreements concluded with the student, regardless of the student's place of residence.

Article 5 Cancellation by MSFC and force majeure

1. In case of insufficient participants, the MSFC reserves the right to suspend the practical lessons to a later date.

2. The MSFC is not obliged to fulfill any obligation towards the student if he is prevented from doing so as a result of a circumstance that cannot be attributed to his fault, nor by virtue of the law, a legal act or generally accepted views for his bill comes.

3. In these general terms and conditions, force majeure is understood to mean, in addition to what is understood in this regard by law and jurisprudence, all external causes, foreseen or unforeseen, over which the MSFC cannot exert any influence, but as a result of which the MSFC is unable to fulfill obligations.

4. The MSFC can suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than 12 months, then each of the parties is entitled to dissolve the agreement, without any obligation to pay damages to the other party.

Article 6 Copyright and ownership of course material and name

1. The copyright and ownership rights of the course materials are vested in the MSFC.

2. The material may not be reproduced or disclosed by print, photocopy, microfilm or any other means without the prior written permission of the MSFC.
3. It is not permitted to make the course material available to third parties.
4. Infringement of copyright or property rights is considered a crime.
5. The MSFC name and logo are protected by law and may only be used by people who are MSFC certified saddle fitters.
6. In the event of misuse of the name or logo of the MSFC, the student may be denied access to the program.
7. If, with the permission of the lecturer, video is taken during the lesson, this video may only be used for one's own study and may not be made public in any way or distributed via social media.

Article 7 Quality

1. The MSFC makes every effort to ensure good quality of the training. Should the student nevertheless have complaints about the quality of the course, the student can turn to the management of the program by signed letter.
2. Any claim for compensation will never exceed the tuition fees owed by the student.
3. If the student is guilty of misconduct in any form towards fellow students, lecturers or the program coordinator, the student will be held accountable and access to the program may be denied immediately.
4. Misconduct is understood to mean all behavior that is considered socially unacceptable, such as intimidation, sexual harassment, threats, blackmail, causing damage to property or persons not due to an accident, as well as putting the program or its organization in a bad light.

Article 8 Suspension, dissolution and premature termination of the agreement

1. The MSFC is authorized to suspend compliance with the obligations or to dissolve the agreement if the student does not, not fully or not timely fulfill the obligations under the agreement.

2. The MSFC is furthermore authorized to dissolve the agreement if circumstances arise of such a nature that compliance with the agreement is impossible or if other circumstances arise of such a nature that unchanged maintenance of the agreement cannot reasonably be of the MSFC may be required.

3. If the MSFC suspends or terminates the agreement, the MSFC is in no way obliged to compensate damage and costs incurred in any way as a result.

4. If the agreement is terminated prematurely by the MSFC, the MSFC will refund that part of the course fee for which the student has not yet received any service. This unless the cancellation is attributable to the student, such as in case of misconduct or misuse of the name or logo of the MSFC.

5. In the event of special and serious circumstances such as a terminal illness or an accident resulting in such disability that the student will not be able to follow the course for a longer period of time, that part of the course fee will be refunded at the request of the student. for which no delivery has yet taken place.

(subject to change)